#### HIGHWAY WORK PROPOSAL

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

Proposal Number: 017

COUNTY STATE PROJECT **FEDERAL** PROJECT DESCRIPTION **HIGHWAY** WISC 2022168 Waukesha 2722-07-71 Moorland Road; I-94 To W Bluemound CTH O Road 3700-00-70 Waukesha N/A Cth O Signals & Fiber Rehab; Ush 18 CTH O To Ih 94 Wb Ramps

# ADDENDUM REQUIRED

#### ATTACHED AT BACK

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

Proposal Guaranty Required: \$100,000.00  Payable to: Wisconsin Department of Transportation	Attach Proposal Guaranty on back of this PAGE.
Bid Submittal Date: February 8, 2022 Time (Local Time): 11:00 am	Firm Name, Address, City, State, Zip Code  SAMPLE
Contract Completion Time October 31, 2022	NOT FOR BIDDING PURPOSES
Assigned Disadvantaged Business Enterprise Goal 10%	This contract is exempt from federal oversight.

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

this proposal bid.

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

Subscribed and sworn to before me this date \_\_\_\_\_\_

(Signature, Notary Public, State of Wisconsin)

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

(Print or Type Bidder Name)

(Date Commission Expires)

(Bidder Title)

Notary Seal

Type of Work: For Depart	tment Use Only
Grade, Storm Sewer, Base, Concrete Pavement, Asphalt Pavement, Curb & Gutter, Sidewalk, Signals, Lighting, Signing, Pavement Marking, Structures R-67-155, 156, S-67-618	
Notice of Award Dated	Date Guaranty Returned

# PLEASE ATTACH PROPOSAL GUARANTY HERE

#### **Effective with November 2007 Letting**

#### PROPOSAL REQUIREMENTS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **Effective with August 2015 Letting**

# BID PREPARATION

#### Preparing the Proposal Schedule of Items

#### A General

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

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

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

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

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

  <a href="https://wisconsindot.gov/Pages/doing-bus/contractors/hcci/bid-let.aspx">https://wisconsindot.gov/Pages/doing-bus/contractors/hcci/bid-let.aspx</a>

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

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

#### **B Submitting Electronic Bids**

#### B.1 On the Internet

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

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

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

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

(2) Staple an 8 1/2 by 11 inch printout of the Expedite<sup>TM</sup> 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<sup>TM</sup> 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<sup>TM</sup> generated schedule of items is the governing contract document and must conform to the requirements of section 102 of the standard specifications. If a printout needs to be altered, cross out the printed information with ink or typewriter and enter the new information and initial it in ink. If there is a discrepancy between the printout and the diskette or CD ROM, the department will analyze the bid using the printout information.
- (5) In addition to the reasons specified in section 102 of the standard specifications, proposals are irregular and the department may reject them for one or more of the following:
  - 1. The check code printed on the bottom of the printout of the Expedite TM generated schedule of items is not the same on each page.
  - 2. The check code printed on the printout of the Expedite<sup>TM</sup> 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 Co	orporate Seal)		
(Signature and Title)	•		
(Company Name)			
(Signature and Title)			
(Company Name)	<u> </u>		
(Signature and Title)		(Name of Surety) (Affix Seal)	
(Company Name)	·	(Signature of Attorney-in-Fact)	
(Signature and Title)			
NOTA	RY FOR PRINCIPAL	NOTARY FOR	SURETY
	(Date)	(Date	s)
State of Wisconsin	)	State of Wisconsin	)
	) ss. County )		) ss. County )
On the above date, this instrunamed person(s).	ument was acknowledged before me by the	On the above date, this instrument wa named person(s).	s acknowledged before me by the
(Signature, Nota	ary Public, State of Wisconsin)	(Signature, Notary Public	, State of Wisconsin)
(Print or Type Name,	Notary Public, State of Wisconsin)	(Print or Type Name, Notary F	Public, State of Wisconsin)
(Date 0	Commission Expires)	(Date Commissi	ion Expires)

Notary Seal Notary Seal

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

#### **CERTIFICATE OF ANNUAL BID BOND**

DT1305 8/2003

Wisconsin Department of Transportation

(Date)

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

(Signature of Authorized Contractor Representative)

#### March 2010

#### LIST OF SUBCONTRACTORS

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

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

Name of Subcontractor	Class of Work	Estimated Value	
			_
			_

#### **DECEMBER 2000**

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

#### **Instructions for Certification**

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

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

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

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

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

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68.	Install County-Furnished Equipment Trnsfrmr Base Breakaway 11 1/2-In Bolt Circle, Item SPV.0060.50; Install County-Furnished Equipment Traffic Signal Standards Aluminum 15-FT, Item SPV.0060.51; Install County-Furnished Equipment Poles Type 3, Item SPV.0060.52; Install County-Furnished Equipment Poles Type 13, Item SPV.0060.53; Install County-Furnished Equipment Monotube Arms 40-FT, SPV.0060.54; Install County-Furnished Equipment Luminaire Arm Single Member 4-Inch Clamp 6-FT, Item SPV.0060.55; Install County-Furnished Equipment Luminaires Utility LED C, Item SPV.0060.57; Install County-Furnished Equipment Traffic Signal Face 3S 12-Inch, Item SPV.0060.58; Install County-Furnished Equipment Traffic Signal Face 4S 12-Inch, Item SPV.0060.59.	64
69.	Posts Tubular Steel, 1 3/4-INCH x 1 3/4-INCH, - 12-FT, Item SPV.0060.60; Posts Tubular Steel, 1 3/4-INCH x 1 3/4-INCH, - 14-FT, Item SPV.0060.61; Posts Tubular Steel, 1 3/4-INCH x 1 3/4-INCH, - 16-FT, Item SPV.0060.62.	65
70.	Section Corner Monuments, Item SPV.0060.63.	66
71.	Wall Modular Block Gravity Landscape, Item SPV.0165.02.	67
72	Shredded Hardwood Bark Mulch, Item SPV 0180 01	72

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#### STSP'S Revised July 8, 2021 SPECIAL PROVISIONS

#### 1. General.

Perform the work under this construction contract for Project 2722-07-71, Moorland Road, I-94 to Bluemound Road, CTH O, Waukesha County, Wisconsin and Project 3700-00-70, CTH O Signals & Fiber Rehab, USH 18 to IH 94 WB Ramps, Waukesha 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, 2021 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 (2021708)

#### 2. Scope of Work.

The work under this contract shall consist of Concrete pavement, HMA pavement, base course, curb and gutter, pavement marking, sidewalk, erosion control, signing, retaining walls, 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)

#### 3. Prosecution and Progress.

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

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

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

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

#### **Sequence of Operations**

#### Stage 1

- Install temporary traffic signals at start of stage.
- Construct temporary widening in CTH O median.

#### Stage 2

- Construct southbound CTH O.
- Alternate closures of Brookfield Square Drive and mall driveways to construct intersections.

#### Stage 3

- Construct southbound CTH O left turn lanes.
- Construct temporary widening in CTH O median.

#### Stage 4A/4B/4C

Construct NB CTH O.

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#### Stage 5A/5B

- Construct CTH O median and northbound left turn lanes.
- Install permanent traffic signals.

#### **Interim Work Completions and Liquidated Damages**

#### Stage 2 Close Brookfield Square Drive: 21 calendar days

During Stage 2 close Brookfield Square Drive to through traffic for a maximum of 21 calendar days each. Do not close at same time as Brookfield Square South Entrance and Brookfield Square North Entrance. Do not reopen until completing the following work: grading, storm sewer, base course, concrete pavement, and concrete curb and gutter.

If the contractor fails to complete the work necessary to reopen Brookfield Square Drive to traffic within 21 calendar days, the department will assess the contractor \$2,500 in interim liquidated damages for each calendar day the contract work remains incomplete beyond 21 calendar days. An entire calendar day will be charged for any period of time within a calendar day that the road remains closed beyond 12:01 AM.

### Stage 2 Close Brookfield Square South Entrance and Brookfield Square North Entrance: 21 calendar days

During Stage 2 close Brookfield Square South Entrance and Brookfield Square North Entrance to through traffic for a maximum of 21 calendar days each. Only one of the three roadways shall be closed at one time and neither roadway shall be closed at the same time as Brookfield Square Drive. Do not reopen until completing the following work: grading, storm sewer, base course, concrete pavement, and concrete curb and gutter.

If the contractor fails to complete the work necessary to reopen Brookfield Square Drive South Entrance or Brookfield Square North Entrance to traffic within 21 calendar days, the department will assess the contractor \$1,000 in interim liquidated damages for each calendar day the contract work remains incomplete beyond 21 calendar days. An entire calendar day will be charged for any period of time within a calendar day that the road remains closed beyond 12:01 AM.

#### Stage 4 Construct Northbound CTH O: 21 calendar days

At the start of Stage 4 construct northbound CTH O between the north Brookfield Square Mall Entrance and the north project limits as shown in the traffic control plans for a maximum of 21 calendar days. Do not reopen until completing the following work: grading, storm sewer, base course, concrete pavement, and concrete curb and gutter.

If the contractor fails to complete the work necessary to construct northbound CTH O between the north Brookfield Square Mall Entrance and the north project limits within 21 calendar days, the department will assess the contractor \$1,000 in interim liquidated damages for each calendar day the contract work remains incomplete beyond 21 calendar days. An entire calendar day will be charged for any period of time within a calendar day that the road remains closed beyond 12:01 AM.

#### Stage 4C Close IH 94 Westbound Exit Ramp: 7 calendar days

During Stage 4C close the IH 94 westbound exit ramp to northbound CTH O to through traffic for a maximum of 7 calendar days. Do not reopen until completing the following work: grading, storm sewer, base course, concrete pavement, and concrete curb and gutter.

If the contractor fails to complete the work necessary to reopen the IH 94 westbound exit ramp to northbound CTH O within 7 calendar days, the department will assess the contractor \$7,000 in interim liquidated damages for each calendar day the contract work remains incomplete beyond 7 calendar days. An entire calendar day will be charged for any period of time within a calendar day that the road remains closed beyond 12:01 AM.

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#### Stage 5 Construct northbound CTH O: 10 calendar days

At the start of Stage 5 construct the northbound CTH O left turn lanes and CTH O median between the north Brookfield Square Mall Entrance and the north project limits as shown in the traffic control plans for a maximum of 10 calendar days. Do not reopen until completing the following work: grading, storm sewer, base course, concrete pavement, and concrete curb and gutter.

If the contractor fails to complete the work necessary to construct the northbound CTH O left turn lanes and CTH O median between the north Brookfield Square Mall Entrance and the north project limits within 10 calendar days, the department will assess the contractor \$6,000 in interim liquidated damages for each calendar day the contract work remains incomplete beyond 10 calendar days. An entire calendar day will be charged for any period of time within a calendar day that the road remains closed beyond 12:01 AM.

#### Stage 5 Close CTH O Median: 10 calendar days

During Stage 5 close CTH O median at the north Brookfield Square Mall Entrance intersection to through traffic for a maximum of 10 calendar days. Do not reopen until completing the following work: grading, storm sewer, base course, concrete pavement, and concrete curb and gutter.

If the contractor fails to complete the work necessary to reopen the CTH O median at the north Brookfield Square Mall Entrance intersection to traffic within 10 calendar days, the department will assess the contractor \$1,000 in interim liquidated damages for each calendar day the contract work remains incomplete beyond 10 calendar days. An entire calendar day will be charged for any period of time within a calendar day that the road remains closed beyond 12:01 AM.

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

#### **Enhanced Final Liquidated Damages**

Replace standard spec 108.11 paragraph (3) as follows:

The department will assess \$5,000 in daily liquidated damages. These liquidated damages reflect the cost of engineering, supervision, and a portion of road user costs.

#### **Contractor Coordination**

It shall be the prime contractor's responsibility to have a full time superintendent on site at all time that work is being conducted on the project. This shall include any and all work by subcontractors

#### 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.

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

#### 4. Traffic.

#### General

Accomplish the construction sequence as detailed in the Traffic Control section of the plans and as described herein.

Submit to the engineer for approval a detailed traffic control plan for any changes to the proposed traffic control shown in the plans. Submit the plan 14 days prior to the Pre-Construction Conference, or if after the Pre-Construction conference 14 days prior to the intended use of the revised traffic control.

#### **Work Restrictions**

Maintain access to all business driveways unless otherwise shown to be closed in the Traffic Control Plans.

All work zone clear zones and drop offs shall be according to standard spec 104.6.1.2.3.

Do not park or store materials within 8 feet of the traveled way or a turn lane open to traffic during non-work hours.

#### **Work Hour Definitions**

#### **Peak Hours:**

- 7:00 AM to 6:00 PM Monday, Tuesday, Wednesday, and Thursday
- 7:00 AM to 9:00 PM Friday
- 11:00 AM to 8:00 PM Saturday

#### Off Peak Hours:

- 6:00 PM to 9:00 PM Monday, Tuesday, Wednesday, and Thursday
- 7:00 AM to 11:00 AM Saturday
- 7:00 AM to 9:00 PM Sunday

#### **Overnight Hours:**

- 9:00 PM Monday, Tuesday, Wednesday, and Thursday to 7:00 AM the following day
- 9:00 PM Friday to 7:00 AM Saturday
- 8:00 PM Saturday to 7:00 AM Sunday
- 9:00 PM Sunday to 7:00 Monday

#### **Schedule of Operations**

#### Stage 1:

#### Vehicles:

- Maintain two through lanes in each direction on CTH O. Single lane overnight closures allowed in areas designated in the traffic control plans to complete work within the construction clear zone.
- IH 94 westbound to CTH O northbound exit ramp open at all times.

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#### Pedestrians:

- Sidewalks and crosswalks parallel to CTH O open at all times.
- Alternate closures of crosswalks across CTH O at the north Brookfield Square Mall Entrance so that one crosswalk is open at all times.

#### Stage 2:

#### Vehicles:

- Maintain two through lanes in each direction of CTH O. Single lane overnight closures allowed in areas designated in the traffic control plans to complete work within the construction clear zone.
- IH 94 westbound to CTH O northbound exit ramp open at all times.

#### Pedestrians:

- Northbound CTH O sidewalks and crosswalks open at all times.
- Construct southbound CTH O sidewalk from IH 94 to Brookfield Square Drive by constructing sidewalk after proposed southbound CTH O pavement is constructed. Divert pedestrians into newly constructed lanes that are closed to vehicle traffic using appropriate pedestrian traffic control devices as shown in the traffic control plans.
- Construct sidewalk and curb ramps at the CTH O intersection with the north Brookfield Square Mall Entrance in two sub-stages as shown in the traffic control plans. Maintain one crosswalk across CTH O and one crosswalk across the Brookfield Square Mall Entrance at all times.

#### Stage 3:

#### Vehicles:

- Maintain two through lanes in each direction of CTH O. Single lane overnight closures allowed in areas designated in the traffic control plans to complete work within the construction clear zone.
- IH 94 westbound to CTH O northbound exit ramp open at all times.

#### Pedestrians:

- Sidewalks and crosswalks parallel to CTH O open at all times.
- Alternate closures of crosswalks across CTH O at the north Brookfield Square Mall Entrance so that one crosswalk is open at all times.

#### Stage 4A/4B:

#### Vehicles:

- Maintain two through lanes in each direction of CTH O. Single lane overnight closures allowed in areas designated in the traffic control plans to complete work within the construction clear zone.
- IH 94 westbound to CTH O northbound exit ramp open at all times.

#### Pedestrians:

- Southbound CTH O sidewalks and crosswalks parallel to CTH O open at all times.
- Construct northbound CTH O sidewalk from the north Brookfield Square Mall Entrance to the
  north project limits in two substages as shown in the traffic control plan. When pedestrian route is
  diverted into closed travel lanes use appropriate pedestrian traffic control devices to direct
  pedestrians.
- Maintain one crosswalk across CTH O and one crosswalk across the north Brookfield Square Mall Entrance at all times.

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#### Stage 4C:

#### Vehicles:

- Maintain two through lanes in each direction of CTH O. Single lane overnight closures allowed in areas designated in the traffic control plans to complete work within the construction clear zone.
- IH 94 westbound to CTH O northbound exit ramp closed and detoured for a maximum of 7 calendar days.

#### Pedestrians:

- Southbound CTH O sidewalks and crosswalks parallel to CTH O open at all times.
- Construct northbound CTH O sidewalk from the north Brookfield Square Mall Entrance to the
  north project limits in two substages as shown in the traffic control plan. When pedestrian route is
  diverted into closed travel lanes use appropriate pedestrian traffic control devices to direct
  pedestrians.
- Maintain one crosswalk across CTH O and one crosswalk across the north Brookfield Square Mall Entrance at all times.

#### Stage 5A/5B:

#### Vehicles:

- Maintain two through lanes in each direction of CTH O. Single lane overnight closures allowed in areas designated in the traffic control plans to complete work within the construction clear zone.
- IH 94 westbound to CTH O northbound exit ramp open at all times.

#### Pedestrians:

- Sidewalks and crosswalks parallel to CTH O open at all times.
- Alternate closures of crosswalks across CTH O at the north Brookfield Square Mall Entrance so that one crosswalk is open at all times.

#### Wisconsin Lane Closure System Advance Notification

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

TABLE 108-1 CLOSURE TYPE AND REQUIRED MINIMUM ADVANCE NOTIFICATION

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

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

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#### 5. Holiday and Special Event Work Restrictions.

Do not perform work on, nor haul materials of any kind along or across any portion of the highway carrying CTH O traffic, and entirely clear the traveled way and shoulders of such portions of the highway of equipment, barricades, signs, lights, and any other material that might impede the free flow of traffic during the following holiday and special event periods:

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

stp-107-005 (20210113)

#### 6. Utilities.

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

Some of the utility work is dependent on work being performed by the contractor at a specific site. Provide the utility at least 14 calendar days' notice in advance of when work will be complete, and the site will be available to the utility.

There are underground and overhead utility facilities located within the project limits and there are known utility adjustments required for this construction project. Coordinate construction activities with a call to Digger's Hotline or direct call to the utilities for the underground facilities in the area, as required by statutes. Use caution to maintain the integrity of underground utilities and maintain OSHA code clearances from overhead facilities at all times. It shall be the responsibility of the contractor to verify locations and elevations of utilities within the work area. Pot holing may be required and shall be incidental to construction.

The locations of utilities shown in the plans are approximate. There may be other utility installations in the project area that are not shown. The location of new and relocated facilities are not shown.

Known utilities in the project area are as follows:

#### ID 2722-07-71;

#### ID 3700-00-70 (all coordination was done under ID 2722-07-71)

**AT&T Wisconsin** has existing facilities within the project limits. There are underground facilities on the west side of Moorland Road.

The following utility work is planned in the project corridor during construction:

- From Station 47+50, 86' LT to 49+10, 86' LT and Station 72+82, 55' LT to 75+72, 55' LT, AT&T will expose duct package as needed during construction. The existing ducts on either side of the proposed sign structure footing at Station 49+00, 86' LT will need to be exposed to avoid conflicts with the proposed footing.
- 9 manhole frame covers will be removed, replaced, and/or adjusted at Stations 55+25, 69+25, 64+25, and 75+75.

AT&T Wisconsin anticipates a start date of April 1, 2021 and 30 working days to complete the work during construction.

**City of Brookfield Utilities Sanitary Sewer** has existing sanitary sewer facilities within the project limits. The sanitary sewer is located at Station 59-75 to 82+75, 15' LT to 15' RT. There are no anticipated relocations to take place prior to the project.

The following utility work is planned in the project corridor during construction:

 There are six manhole locations within the project limits that will require adjustment to grade, reconstruction, replacement, and sealing. One of these locations will require a new frame casting. These locations are noted in the plans and project specifications.

City of Brookfield's utilities contact is Jason Herzog, (262) 787-3541

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**City of Brookfield Utilities Water** has existing water main facilities within the project limits. The watermain is located at Stations 44+00 to 45+50 and 69+50 to 80+00 with crossings at 45+50, 71+50, and 76+25. There are no anticipated relocations to take place prior to the project.

The following utility work is planned in the project corridor during construction:

 There are two locations in close proximity to the proposed retaining wall at Station 71+50, 65' LT (Elevation 860.9 to top of watermain) and 75+65, 65' LT (Elevation 857.07 to top of watermain).
 There will be two anticipated adjustments to valve boxes as shown on the plans and noted in the project specifications.

Any work on the city infrastructure requires inspection by City personnel. City of Brookfield's utilities contact is Jason Herzog, (262) 787-3541

**Everstream** has existing facilities within the project limits. There are no conflicts anticipated with the project.

Lumen has existing facilities within the project limits. There are no conflicts anticipated with the project.

**Spectrum Communications** has existing facilities within the project limits. There are underground facilities on the west side of Moorland Road.

The following utility work is planned in the project corridor prior to and during construction:

- Spectrum will discontinue its existing facilities in conflict with the proposed retaining wall from station 74+09 to station 79+10 and remove an existing vault at Station 75+78, LT 67.
- Spectrum will bore new underground cable from the existing vault at Station 74+09, LT 57' to
  existing vault at Station 79+10 LT 95.5' at a minimum depth of 60" with cable turns at Station
  74+58 LT 59', Station 74+84 LT 50', Station 77+58 LT 54', and Station 78+85 LT 54.5'

Spectrum anticipates a start date of August 2, 2021 and 30 working days to complete the work.

The following utility work is planned in the project corridor during construction:

- Spectrum has one existing vault and will be placing two additional vaults that will fall within the
  proposed sidewalk at the following locations: Station 64+20, LT 61', Station 69+15, LT 58' and
  Station 74+09, LT 57.5. Spectrum is requesting a 10-day notification at each location to work with
  the sidewalk contractor to adjust vaults to proper elevation. The estimated time needed per
  location is 1-day.
- Spectrum has existing facilities between Station 71+2 to Station 71+48, LT 64' that conflict with
  the proposed wall. Spectrum is requesting a two-week notification as to when the concrete will be
  removed, and the wall staked. Spectrum will then schedule a crew to hydrovac facilities to a
  location agreed upon with the wall contractor to be out of conflict. The estimated time needed per
  location is 2-days.

TDS Metrocom, LLC has has existing facilities inside the project limits.

TDS Metrocom, LLC maintains buried, 1.25" HDPE conduit with 144ct fiber cable inside along the side of Moorland Road between Station 38+00 and 77+00 at which point it crosses to the west side of the road and continues north. These facilities are not in conflict with the proposed roadway improvements and will remain in place.

The following utility work is planned in the project corridor during construction:

The existing TDS Metrocom handholes at station 77+00 & station 78+00 will be adjusted during construction with a 3-day advance notice from the DOT contractor. The estimated time to complete the work is 1 working day.

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**Verizon** has existing facilities inside the project limits.

The following utility work is planned in the project corridor prior to construction:

From Station 34+38 to 79+50, the existing conduit and fiber on the west side of N Moorland Rd (CR-O) on the north end at Bluemound Rd to the I-94 entrance ramps on the south end will be fully relocated to the east side of Moorland Road. Once new build is completed on the east side of N Moorland Rd the empty 2" conduit remaining on the west side will be discontinued.

Verizon's construction contact is Mike Hoffmann (Telcom Construction), (320) 286-8375 office, (262) 599-1966 cell, <a href="mailto:mike.hoffmann@telcomconstruction.com">mike.hoffmann@telcomconstruction.com</a>

#### WE Energies Gas has underground facilities within the project limits.

Proposed retaining wall posts have been designed around existing WE Energies Gas service laterals to remain in place at Station 61+27, 71' LT and Station 63+48, 71' LT.

The following utility work is planned in the project corridor prior to construction:

- Station 49+63 to 55+72 Existing main will be replaced with proposed 6" ST main, offset varies (5' in front curb face) @ 48" deep
- Station 63+65 to 64+35 Existing main will be replaced with proposed 6" ST main at 44.5' LT @ 90" deep
- Station 71+30 Existing 4" PE main will be lowered 2' deeper for retaining wall clearance.

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

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

We Energies Gas Dispatch, 1 (800) 261-5325

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

The following utility work is planned in the project corridor prior to construction:

• WE Energies Electric will discontinue facilities on the west side of Moorland Road and reconnect to existing facilities on the east side of Moorland Road, crossing at Station 58+50.

WE Energies Electric is estimating a start date of September 1, 2021 and will require 60 working days to complete the work.

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

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

We Energies Electric Dispatch, 1 (800) 662-4797

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**Windstream** has existing facilities inside the project limits.

Windstream plans to lower the crossing at Station 75+83 during construction. This lowering will require 5-7 business days' notice to coordinate with the highway contractor. The majority of lowering will take place 5 feet in front of curb on each side (LT & RT) to right-of-way. The handhole at +/- Station 75+85, 56' RT will be moved approximately 8 feet east and lowered +/- .5 feet or final grade. The handhole that sits at Station 75+86, 63' LT will be moved +/- 3.0 ft. east and raised +/- .5 feet or final grade.

The estimated time to complete the work during construction is 5 working days.

#### 7. Municipality Acceptance of Sanitary Sewer and Water Main Construction.

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

stp-105-001 (20140630)

#### 8. Available Documents.

The following documents are available for review:

- Geotechnical Investigation Report
- Pavement Type Selection Report
- Phase 1 Hazmat Report

Please contact Ed Hinrichs, Waukesha County Project Manager, (262) 548-7740 to obtain a copy of these documents.

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

The department has obtained coverage through the Wisconsin Department of Natural Resources to discharge storm water associated with land disturbing construction activities of this contract under the Wisconsin Pollutant Discharge Elimination System General Construction Storm Water Discharge Permit (WPDES Permit No. WI-S066796-01. A certificate of permit coverage is available from the regional office by contacting Kathleen Kramer at (262) 548-8772. Post the permit in a conspicuous place at the construction site.

stp-107-056 (20180628)

#### 10. Erosion Control.

Supplement standard spec 107.20 with the following:

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

Provide the ECIP 14 days prior to the pre-construction meeting. Provide 1 copy of the ECIP to the department and 1 copy of the ECIP to the WDNR Liaison Craig Webster, (262) 574-2141, <a href="mailto:craig.webster@wisconsin.gov">craig.webster@wisconsin.gov</a>. Do not implement the ECIP without department approval and perform all work conforming to the approved ECIP.

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Maintain Erosion Control BMP's until permanent vegetation is established or until the engineer determines that the BMP is no longer required. Stockpile excess materials or spoils on upland areas away from wetlands, floodplains, and waterways. Immediately install perimeter silt fence protection around stockpiles. If stockpiled materials will be left for more than 14 days, install temporary seed or other temporary erosion control measures the engineer orders.

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

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

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

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

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

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

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

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

#### **Maintaining Drainage**

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

#### **Roadway Sweeping**

Sweep the roadway daily and when directed by the engineer to keep roadways free of dust and debris generated by activity under the contract. All sweeping shall be done with a vacuum-type street sweeper equipped with a power broom, operational water spray system, and a vacuum collection system. The vacuum equipment shall contain a self-contained particulate collector capable of preventing discharge from the collection bin into the atmosphere. A skid steer with mechanical power broom may only be used on sidewalks and driveways whose pavements will not support the weight of a street sweeper. When a skid steer is used do not dry sweep. Ensure all broomed equipment has a functioning water bar.

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The sweeping of roadways shall be incidental to construction and no separate payment will be made for roadway sweeping.

#### 11. Notice to Contractor – Saw Cut Slurry.

Saw cut slurry that may be generated as part of this contract shall be collected and actively managed. Prevent deposition of saw cut slurry into wetlands, drainage courses, and onto private property.

#### 12. Notice to Contractor – Concrete Washout Containment.

All concrete trucks shall wash out into a containment system located sufficiently away from the work area to prevent runoff into wetlands and drainage courses associated with Muskego Creek. The contractor shall provide a construction detail and location of the containment system with the ECIP and reviewed by the engineer prior to use.

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

Lead time for traffic signal equipment specified for this project has been ranging from 12-weeks to 18-weeks. To assure the equipment is procured in a timely fashion the contractor shall submit shop drawings within 4 calendar days of contract notice to proceed. The contractor shall order the signal equipment within 5 calendar days of approved shop drawings.

#### 14. Coordination with Businesses and Residents.

The contractor shall arrange and conduct a meeting between the contractor, the department, affected residents, local officials and business people to discuss the project schedule of operations including vehicular and pedestrian access during construction operations. Hold the first meeting at least one week before the start of work under this contract and hold a meeting one week prior to each traffic staging change. The contractor shall arrange for a suitable location for meetings that provides reasonable accommodation for public involvement. The department will prepare and coordinate publication of the meeting notices and mailings for meetings. The contractor shall schedule meetings with at least two weeks' prior notice to the engineer to allow for these notifications.

stp-108-060 (20141107)

#### 15. Excavation Below Subgrade.

Organic soils have been identified within the project limits and excavation below subgrade is anticipated. The actual limits to be excavated shall be determined in the field by the engineer based upon the observed presence of unsuitable soils or on the basis of the results of proof rolling the earth subgrade. The depth of excavation may be adjusted depending on the conditions found in the field and the proof rolling results.

To gain acceptance of the subgrade, the contractor, in the presence of the engineer, shall proof roll all roadways in accordance to standard spec 211.3.3.

Excavation below subgrade found necessary and required after the completion of the rough grading operations shall be according to the pertinent requirements of standard spec 205.3.4 and 205.5.5.

Change paragraph 2 of standard spec 205.5.2 to read as follows:

"Excavation Below Subgrade performed either before or after rough grading operations are complete will be paid for at the Contract unit price for Excavation Common."

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#### 16. Base Aggregate Dense 11/4-Inch.

Replace standard spec 305.2.2.1(2) of the standard specifications with the following:

- 1. Use 1½-inch base throughout the full base depth.
- 2. Use ¾-inch base in the top 3 inches of the unpaved portion of shoulders. Use 1¼-inch base elsewhere in shoulders unless approved by engineer.

# 17. Removing Traffic Signals CTH O & Brookfield Square Dr, Item 204.9060.S.01; Removing Traffic Signals CTH O & Brookfield Square Mall North Drwy, Item 204.9060.S.02.

#### **A** Description

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

#### B (Vacant)

#### **C** Construction

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

Notify the Waukesha County Highway Department at (262) 548-7748 at least five working days prior to the removal of the traffic signals. Complete the removal work as soon as possible following shut down of this equipment.

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

Remove all standards and poles per plan from their concrete footings and disassemble out of traffic.

Remove the transformer bases from each pole. Remove the signal heads, emergency vehicle preemption (EVP) equipment, radio antennas, mast arms, luminaires, wiring/cabling, and traffic signal mounting devices from each signal standard, arm or pole. Remove the signal cabinet from the footing and remove all associated signal equipment. Ensure that all access hand-hole doors and all associated hardware remain intact. Dispose of the underground signal cable, internal wires and street lighting cable off the right-of-way. Deliver the remaining materials to the Waukesha County Public Works Facility at 1641 Woodburn Road in Waukesha, WI. Contact the Waukesha County Highway Department at (262) 548-7748 at least five working days prior to delivery to make arrangements.

#### **D** Measurement

The department will measure Removing Traffic Signals as a single unit for each location, acceptably completed.

#### E Payment

Add the following to standard spec 204.5:

ITEM NUMBER	DESCRIPTION	UNIT
204.9060.S.01	Removing Traffic Signals CTH O & Brookfield Square Dr	EACH
204.9060.S.02	Removing Traffic Signals CTH O & Brookfield Square Mall North Drwy	EACH

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# 18. Removing Traffic Signals IH 94 WB On Ramp & CTH O (Moorland Rd), Item 204.9060.S.03; Removing Traffic Signals USH 18 & CTH O (Moorland Rd), Item 204.9060.S.04.

#### **A** Description

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

#### B (Vacant)

#### **C** Construction

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

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

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

Remove all standards and poles per plan from their concrete footings and disassemble out of traffic.

Remove the signal heads, wiring/cabling, and traffic signal mounting devices from each signal standard, arm or pole. Ensure that all access hand-hole doors and all associated hardware remain intact. Dispose of the underground signal cable, internal wires and street lighting cable off the state right-of-way. Deliver the remaining materials to the West Allis Electrical Service Facility at 935 South 60th Street, West Allis, Milwaukee County. Contact the department's Electrical Field Unit at (414) 266-1170 at least five working days prior to delivery to make arrangements.

#### **D** Measurement

The department will measure Removing Traffic Signals as a single unit of work for each intersection, 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
204.9060.S.03	Removing Traffic Signals IH 94 WB On Ramp & CTH O (Moorland Rd)	EACH
204.9060S.04	Removing Traffic Signals USH 18 & CTH O (Moorland Rd)	EACH

# 19. Removing Loop Detector Wire and Lead-in Cable CTH O & Brookfield Square Dr, Item 204.9060.S.05;

Removing Loop Detector Wire and Lead-in Cable CTH O & Brkfield Sq Mall N Dwy, Item 204.9060.S.06.

#### **A Description**

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

#### B (Vacant)

#### **C** Construction

Notify the Waukesha County Highway Department at (262) 548-7748 at least five working days prior to the removal of the loop detector wire and lead-in cable.

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

#### **D** Measurement

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

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#### **E** Payment

Add the following to standard spec 204.5:

ITEM NUMBER	DESCRIPTION	UNIT
204.9060.S.05	Removing Loop Detector Wire and Lead-In Cable CTH O & Brookfield Square Dr	EACH
204.9060.S.06	Removing Loop Detector Wire and Lead-In Cable CTH O & Brkfield Sq Mall N Dwy	EACH

#### 20. Removing Inlet Cover, Item 204.9060.S.07.

#### **A Description**

This special provision describes removing existing inlet covers conforming to standard spec 204.

- B (Vacant)
- C (Vacant)
- **D** Measurement

The department will measure Removing Inlet Covers as a single unit, acceptably completed.

#### E Payment

Add the following to standard spec 204.5:

ITEM NUMBERDESCRIPTIONUNIT204.9060.S.07Removing Inlet CoversEACH

stp-204-025 (20150630)

#### 21. Removing Lighting Units, Item 204.9060.S.08

#### **A Description**

This special provision describes removing and disposing of all light fixtures, mast arms, and light poles as shown in the plans and conforming to standard spec 204.

- B (Vacant)
- C (Vacant)

#### **D** Measurement

The department will measure Removing Lighting Units in as each individual unit, acceptably completed.

#### **E** Payment

Add the following to standard spec 204.5:

ITEM NUMBERDESCRIPTIONUNIT204.9060.S.08Removing Lighting UnitsEACH

stp-204-025 (20150630)

#### 22. Removing Lighting Control Cabinet Concrete Base, Item 204.9060.S.09

#### **A Description**

This special provision describes removing and properly disposing of all lighting control cabinet concrete bases, conduits and conductors located underground conforming to standard spec 204.

- B (Vacant)
- C (Vacant)

#### **D** Measurement

The department will measure Removing Lighting Control Cabinet Concrete Base as each individual unit, acceptably completed.

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#### E Payment

Add the following to standard spec 204.5:

ITEM NUMBER DESCRIPTION UNIT 204.9060.S.09 Removing Lighting Control Cabinet Concrete Base EACH

stp-204-025 (20150630)

#### 23. Removing Sign City of Brookfield, Item 204.9060.S.10.

#### **A Description**

This special provision describes removing the City of Brookfield Sign located in the median at Station 47+75, 33' LT shown on the plans and according to the pertinent provisions of standard spec 204 and hereinafter provided.

#### B (Vacant)

#### **C** Construction

Remove the City of Brookfield Sign and any sign base and supports. Backfill all holes as specified in standard spec 203.3.5, except that broken masonry will not be allowed, to the final grade lines or as directed by the engineer. Dispose of all materials off the project site.

Restore all areas disturbed by construction activities to the final grade lines with topsoil and seed and mulch that meet the requirements of standard spec 625, 630, and 627, respectively. Restoration is incidental to this bid item.

#### **D** Measurement

The department will measure Removing Sign City of Brookfield as each individual unit, acceptably completed.

#### **E** Payment

Add the following to standard spec 204.5:

ITEM NUMBERDESCRIPTIONUNIT204.9060.S.10Removing Sign City of BrookfieldEACH

#### 24. Concrete Masonry Soldier Pile Footings, Item 502.0110.S.

#### **A** Description

This special provision describes furnishing and placing concrete into predrilled holes for soldier piles and installing soldier piles. Perform work conforming to standard spec 502.

#### **B** Materials

Provide and use concrete masonry for Concrete Masonry Soldier Pile Footings conforming to grade A as specified in standard spec 501. Perform QMP testing conforming to standard spec 716 for Class II Ancillary Concrete for all concrete masonry for Concrete Masonry Soldier Pile Footings.

#### **C** Construction

Before placing concrete masonry, give the engineer sufficient notice to allow inspection of the predrilled holes, soldier piles, and casting preparations. For concrete masonry solider pile footings constructed without the use of slurry, no more than 3 inches of standing water is permitted in the bottom of the drilled hole before beginning solider pile installation and immediately before placing concrete masonry in the hole around the solider pile. If necessary, place up to 2 feet of concrete at the bottom of the hole to assist in aligning the soldier pile. Block or clamp the soldier pile in place at the ground surface before placing concrete.

For holes drilled or excavated without slurry, the department will allow the contractor to place concrete by free-falling the concrete from the ground surface down the shaft around the soldier pile. If temporary casing is used, begin placement of the concrete before removing the casing. Remove the casing while the concrete remains workable. For holes drilled or excavated using slurry, place concrete using a tremie

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method from the bottom of the shaft. Withdraw the tremie pipe slowly as the level of concrete rises in the shaft and never let the level of the tremie pipe outlet exceed the height of the slurry.

#### **D** Measurement

The department will measure Concrete Masonry Soldier Pile Footings by the cubic yard, acceptably completed. The department will only include material within the limits and in the places the plans show.

#### **E** Payment

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

ITEM NUMBER

DESCRIPTION

UNIT

502.0110.S

Concrete Masonry Soldier Pile Footings

CY

Payment for Concrete Masonry Soldier Pile Footings is full compensation for furnishing all materials, pumping, placing, QMP testing, finishing, curing, and protecting installation of soldier piles.

stp-502-030 (20161130)

# 25. Concrete Staining R-67-155, Item 517.1010.S.01; Concrete Staining R-67-156, Item 517.1010.S.02

#### **A** Description

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

#### **B** Materials

#### **B.1 Mortar**

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

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

Thoroseal Pearl Gray by Thoro Products

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

Acrylic Bonding Admixture: TK-225 by TK Products

Achro 60 by Thoro Products
Achro Set by Master Builders

#### **B.2 Concrete Stain**

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

Tri-Sheen Concrete Surfacer, Smooth by TK Products

Tri-Sheen Acrylic by TK Products

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

Safe-Cure & Seal EPX by Chem Masters

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

#### **C** Construction

#### C.1 General

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

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

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#### **C.2 Preparation of Concrete Surfaces**

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

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

#### **C.3 Staining Concrete Surfaces**

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

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

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

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

#### C.4 Test Areas

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

#### C.5 Surfaces to be Coated.

Apply concrete stain to the surfaces according to the plan.

#### **D** Measurement

The department will measure Concrete Staining R-67-155 and Concrete Staining R-67-156 in area by the square foot of surface, acceptably prepared and stained.

#### **E** Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
517.1010.S.01	Concrete Staining R-67-155	SF
517.1010.S.02	Concrete Staining R-67-156	SF

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

stp-517-110 (20140630)

# 26. Architectural Surface Treatment R-67-155, Item 517.1050.S.01; Architectural Surface Treatment R-67-156, Item 517.1050.S.02

#### **A** Description

This special provision describes providing a concrete masonry architectural surface treatment on the exposed concrete surfaces of structures as the plan details show.

#### **B** Materials

Use form liners that attach easily to the forming system, and do not compress more than 1/4 inch when poured at a rate of 10 vertical feet/hour.

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Use a release agent that is compatible with the form liner and coloring materials.

Wall ties shall have set "break-backs" at a minimum of 3/4 inches from the finished concrete surface.

#### **C** Construction

#### C.1 Equipment

Equipment and tools necessary for performing all parts of the work shall be satisfactory as to design, capacity, and mechanical condition for the purposes intended. Repair, improve, replace, or supplement all equipment that is not maintained in full working order, or which is proven inadequate to obtain the results prescribed.

#### **C.2 Form Liner Preparation**

Clean the form liner before each pour and ensure that it is free of any build-up. Visually inspect each liner for blemishes or tears, and repair if necessary, per manufacturer's recommendations.

Apply form release per manufacturer's recommendations.

#### C.3 Form Liner Attachment

Place adjacent liners less than 1/4 inch from each other, attach liner securely to forms according to the manufacturer's recommendations, and coordinate wall ties with form liner and form manufacturer, e.g., diameter, size, and frequency.

#### C.4 Surface Finishing

Ensure that the textured surface is free of laitance; sandblasting is not permitted.

Grind or fill pouring blemishes.

#### **D** Measurement

The department will measure Architectural Surface Treatment R-67-155 and Architectural Surface Treatment R-67-156 in area by the square foot of architectural surface, 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
517.1050.S.01	Architectural Surface Treatment R-67-155	SF
517.1050.S.02	Architectural Surface Treatment R-67-156	SF

Payment is full compensation for producing the proposed architectural surface treatment including: preparing the foundation; finishing and protecting the surface treatment; and for properly disposing of surplus material.

stp-517-150 (20110615)

#### 27. Precast Panels for Soldier Pile Walls, Item 542.1000.S.

#### **A Description**

This special provision describes fabricating, furnishing, transporting and erecting precast concrete panels for soldier pile walls.

#### **B** Materials

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

Furnish precast panels that conform to the plan details.

Furnish steel reinforcement conforming to standard spec 505.

Furnish Grade A, air-entrained concrete conforming to standard spec 501.

#### **B.2 Plant Certification**

Obtain all precast concrete panels from fabrication plants that comply with the department's plant certification program in standard spec 106.3.3.3.1.

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#### **C** Construction

#### C.1 General

Before fabricating panels, verify that no field modifications were made to the top of footing elevations. Field modifications will require adjustments to the panel heights listed on the plans.

#### **C.2 Placing Concrete**

Handle and place the concrete conforming to standard spec 502.3.5.

#### C.3 Curing

Cure the concrete panels by any of the methods specified in standard spec 502.3.8.

#### C.4 Transportation, Storage, and Erection

Transport, handle, store, and erect precast panels in a way that prevents cracking or other damage to the panels. Discard and replace units damaged by improper handling or storing.

#### **D** Measurement

The department will measure Precast Panels for Soldier Pile Walls 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 NUMBERDESCRIPTIONUNIT542.1000.SPrecast Panels for Soldier Pile WallsSF

Payment for Precast Panels for Soldier Pile Walls is full compensation for furnishing all materials; for fabricating; for all handling, hauling and erecting; and for discarding and replacing units damaged by improper handling or storage.

stp-542-040 (20210113)

#### 28. Adjusting Manhole Covers, Item 611.8110.

This special provision describes adjusting manhole covers conforming to standard spec 611 as modified in this special provision.

Adjust manhole covers located in pavement areas in two separate operations. Initially, remove designated manhole covers along with sufficient pavement to permit installation of temporary cover plate over the opening. Fill the excavated area with asphaltic pavement mixture, which shall remain in place until contract milling and paving operations permit setting the manhole frames to grade. During the second phase, remove the asphaltic pavement mixture surrounding the manhole plus the temporary cover plate, and set the manhole cover to final grade. The department will measure and pay for the items of asphaltic pavement mixture, temporary cover plate, milling, and paving separately.

#### Supplement standard spec 611.3.7 with the following:

Set the manhole frames so that they comply with the surface requirements of standard spec 450.3.2.9. At the completion of the paving, a 6-foot straightedge shall be placed over the centerline of each manhole frame parallel to the direction of traffic. A measurement shall be made at each side of the frame. The two measurements shall be averaged. If this average is greater than 5/8 inches, reset the manhole frame to the correct plane and elevation. If this average is 5/8 inches or less but greater than 3/8 inches, the manhole frame shall be allowed to remain in place but shall be paid for at 50 percent of the contract unit price.

If the manhole frame is higher than the adjacent pavement, the two measurements shall be made at each end of the straightedge. These two measurements shall be averaged. The same criteria for acceptance and payment as above, shall apply.

stp-611-005 (20200629)

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# 29. 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)

# 30. Foundation Drilling 30-Inch Diameter, Item 636.0050.S.

# **A** Description

This special provision describes drilling holes for the H pile posts for retaining walls.

# B (Vacant)

#### **C** Construction

Submit the proposed method for foundation drilling before beginning construction.

Drill holes to the diameter and depth the plans show. If necessary, use casing or alternative engineer-approved methods to maintain an open hole. If bentonite or other slurry is used to maintain an open hole, prevent spillage of the slurry into adjacent waterways. Locate the holes within the following tolerances:

Horizontal Location: 3 inches Vertical Location: 1 inch

Vertical Alignment: 1/8 inch per foot

# **D** Measurement

The department will measure the Foundation Drilling 30-Inch Diameter by the linear foot, acceptably completed, measured from the bottom of the hole to the top of the foundation footing.

# **E** Payment

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

ITEM NUMBER

DESCRIPTION

UNIT

636.0050.S

Foundation Drilling 30-Inch Diameter

LF

Payment is full compensation for drilling holes; for furnishing casing or alternative drilling methods; and, if rock is encountered, for coring rock.

stp-636-010 (20140630)

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# 31. Removing Signs.

Replace standard spec 638.3.4(2) with the following:

Aluminum Type II signs along CTH O are the property of the Waukesha County Department of Public Works. The contractor shall return these signs to the Waukesha County Department of Public Works facility located at 1641 Woodburn Road, Waukesha, WI 53188. Signs shall be palletized for handling with a forklift. Contact the shop at least three business days in advance to coordinate the shipment. No deliveries shall occur on Friday.

Street name signs along sideroads are the property of the City of Brookfield Department of Public Works. The contractor shall return these signs to the City of Brookfield Department of Public Works facility located at 19700 Riverview Drive, Brookfield, WI 53045. Signs shall be palletized for handling with a forklift. Contact the Highway Division at (262) 782-5029 at least three business days in advance to coordinate the shipment.

Supplement standard spec 638.5(2) with the following:

Payment for removing signs is full compensation for removing the roadway signs, handling and returning Waukesha County and City of Brookfield signs, and restoring the site.

# 32. Nighttime Work Lighting-Stationary.

# **A** Description

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

# B (Vacant)

#### **C** Construction

#### C.1 General

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

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

- 1. Layout, including location of portable lighting lateral placement, height, and spacing. Clearly show on the layout the location of all lights necessary for every aspect of work to be done at night.
- 2. Specifications, brochures, and technical data of all lighting equipment to be used.
- 3. The details on how the luminaires will be attached.
- 4. Electrical power source information.
- 5. Details on the louvers, shields, or methods to be employed to reduce glare.
- 6. Lighting calculations. Provide illumination with average to minimum uniformity ratio of 5:1 or less throughout the work area.
- 7. Detail information on any other auxiliary equipment.

#### C.2 Portable Lighting

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

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

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### C.3 Light Level and Uniformity

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

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

#### C.4 Glare Control

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

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

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

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

# **C.5 Continuous Operation**

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

# D (Vacant)

### **E** Payment

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

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# 33. Traffic Signals, General.

All work shall be according to the plans and the State of Wisconsin Department of Transportation Standard Specifications for Highway and Structure Construction, 2022 Edition, and these special provisions.

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

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

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

# 34. Intelligent Transportation Systems – General Requirements.

#### **A** Description

#### A.1 General

This contract includes furnishing and installing elements for an Intelligent Transportation System (ITS) in or along the existing roadway as shown on the plans.

Unusual aspects of this project include:

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- 1. The project includes working on cables and equipment that are carrying data between roadside equipment and the department's Statewide Traffic Operations Center (STOC). Interruption of this service is not expected to perform this work. If an interruption is determined necessary, it must be done on a weekend, and must be done in a way that minimizes communication outages for the existing equipment. Notify the department's STOC at least 48 hours in advance of the planned interruption.
- 2. The department will furnish some of the equipment to be installed. Make a reasonable effort to discover defects in that equipment prior to installing it.

# A.2 Surge Protection

Equip every ungrounded conductor wire entering or leaving any equipment cabinet with a surge protector. For purposes of this section, multiple cabinets on a single pole or foundation are considered a single cabinet.

#### **B** Materials

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

Only furnish equipment and component parts for this work that are new and have high quality workmanship. All controls, indicators, and connectors shall be clearly and permanently labeled in a manner approved by the engineer. All equipment of each type shall be identical.

All electrical equipment shall conform to the standards and requirements of the Wisconsin Electrical Code, the National Electrical Manufacturers Association (NEMA), National Electric Safety Council (NESC), Underwriter's Laboratory Inc. (UL) or the Electronic Industries Association (EIA), when applicable. All materials and workmanship shall conform to the requirements of the National Electrical Code (NEC), Rural Electrification Administration (REA), Standards of the American Society for Testing and Materials (ASTM), American Association of State Highway and Transportation Officials (AASHTO), requirements of the plans these special provisions, the standard specifications, and to any other codes, standards, or ordinances that may apply. All system wiring, conduit, grounding hardware and circuit breakers shall be in conformance with the National Electrical Code. Whenever reference is made to any of the standards mentioned, the reference shall be considered to mean the code, ordinance, or standard that is in effect at the time of the bid advertisement.

#### **B.2 Outdoor Equipment**

All conductive connectors, pins (except pins connected by soldering), and socket contacts shall be gold plated. Acrylic conformal coating shall protect each circuit board side that has conductive traces. Except for integrated circuits containing custom firmware, all components shall be soldered to the printed circuit board.

To prevent galvanic corrosion, all connections between dissimilar metals shall incorporate a means of keeping moisture out of the connection. Where the connection need not conduct electricity, interpose a non-absorbing, inert material or washer between the dissimilar metals. Use nonconductive liners and washers to insulate fasteners from dissimilar metals. Where the connection must conduct electricity, use a conductive sealant between the dissimilar metals. Alternatively, use an insulating gasket and a bond wire connecting the two metal parts.

#### **B.3 Custom Equipment**

Equipment that is not part of the manufacturer's standard product line, or that is made or modified specifically for this project, shall conform to the following requirements:

Where practical, electronics shall be modular plug-in assemblies to facilitate maintenance. Such assemblies shall be keyed to prevent incorrect insertion of modules into sockets.

All components shall be available from multiple manufacturers as part of the manufacturers' standard product lines. All must be clearly labeled with the value, part number, tolerance, or other information sufficient to enable a technician to order an exact replacement part.

Lamps used for indicator purposes shall be light-emitting diodes.

The printed circuit boards shall be composed of "two-ounce" copper on 1/16-inch thick fiberglass epoxy or equivalent type construction. Holes that carry electrical connections from one side of the boards to the other shall be completely plated through. Multilayer printed circuit boards shall not be used. The name or reference number used for the board in the drawings and maintenance manuals supplied to the department shall be permanently affixed to each board.

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All components shall be mounted so that the identifying markings are visible without moving or removing any part, if practical.

#### **B.4 Environmental Conditions**

Equipment shall continue to operate as specified under the following ranges of environmental conditions, except as noted in the specifications for individual pieces of equipment.

- 1. **Vibration and Shock:** Vehicle speed and classification sensors and any other equipment mounted atop poles or on structures shall not be impaired by the continuous vibration caused by winds (up to 90 mph with a 30 percent gust factor) and traffic.
- 2. Duty Cycle: Continuous
- 3. **Electromagnetic Radiation:** The equipment shall not be impaired by ambient electrical or magnetic fields, such as those caused by power lines, transformers, and motors. The equipment shall not radiate signals that adversely affect other equipment.
- 4. Electrical Power:
  - a. **Operating power:** The equipment shall operate on 120-volts, 60-Hz, single-phase unless otherwise specified. It shall conform to its specified performance requirements when the input voltage varies from 89 to 135 volts and the frequency varies +3 Hz.
  - b. **High frequency interference:** The equipment operation shall be unaffected by power supply voltage spikes of up to 150 volts in amplitude and 10 microseconds duration
  - c. Line voltage transients: The equipment operation shall be unaffected by voltage transients of plus or minus 20 percent of nominal line voltage for a maximum duration of 50 milliseconds. Equipment in the field shall meet the power service transient requirements of NEMA Standard TS-2 when connected to the surge protectors in the cabinets.
- 5. Temperature and Humidity:
  - a. **Field equipment:** Equipment in the field shall meet the temperature and humidity requirements of NEMA Standard TS-2. Liquid crystal displays shall be undamaged by temperatures as high as 165 degrees F, and shall produce a usable display at temperatures up to 120 degrees F.
  - b. **Equipment in Controlled Environments** shall operate normally at any combination of temperatures between 50 degrees F and 100 degrees F, and humidity's between 5 percent and 90 percent, non-condensing, and with a temperature gradient of 9 degrees F per hour.

# **B.5 Patch Cables and Wiring**

All cables and wiring between devices installed in a single cabinet, or in separate cabinets sharing a single concrete base, will be considered incidental to the installation of the devices and no separate payment will be made for them. It is anticipated that this will include fiber optic patch cables between termination panels and Ethernet switches, 10 / 100 MBPS Ethernet cables, RS-232 cables between individual devices and terminal servers, and power cables between individual devices and power sources within the cabinets.

#### **B.6 Surge Protection**

Low-voltage signal pairs, including twisted pair communication cable(s) entering each cabinet shall be protected by two-stage, plug-in surge protectors and shall be installed on both ends of camera control cables. The protectors shall meet or exceed the following minimum requirements:

- 1. The protectors shall suppress a peak surge current of up to 10k amps.
- 2. The protectors shall have a response time less than one nanosecond.
- 3. The protector shall clamp the voltage between the two wires at a voltage that is no more than twice the peak signal voltage and clamp the voltage between each wire and ground at 50 volts.
- 4. The first stage of protection shall be a three-element gas discharge tube, and the second stage shall consist of silicon clamping devices.

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- 5. The protector shall also contain a resettable fuse (PTC) to protect against excessive current.
- 6. There shall be no more than two pairs per protector.
- 7. It shall be possible to replace the protector without using tools.

Cables carrying power to curve signs shall be protected at the cabinet by grounded metal oxide varistors of appropriate voltages. The varistors must be at least 0.8 inch in diameter.

#### **C** Construction

#### C.1 Thread Protection

Provide rust, corrosion, and anti-seize protection at all thread assemblies of metallic parts by coating (non-spray) the mating surfaces with an approved compound. Failure to use an approved compound will result in no payment for the items to which coating was to have been applied.

# C.2 Cable Installation

When installing new cables into conduits containing existing cables, remove the existing cables and reinstall the existing cables simultaneously with the new cables. Take every precaution necessary to protect the existing cables. In the event of avoidable damage to the existing cables, replace all damaged cables, in-kind, at no additional expense to the department. When cables are pulled into conduit, use a cable pulling lubricant approved by the cable manufacturer. Submit documentation supporting manufacturer approval of the lubricant to the engineer.

# C.3 Wiring

Every conductor, except a conductor contained entirely within a single piece of equipment, must terminate either in a connector or on a terminal block. Provide and install the connectors and terminal blocks where needed, without separate payment. Use approved splice kits instead of connectors and terminal blocks for underground power cable splices.

Permanently label and key connectors to preclude improper connection. Obtain prior engineer approval for the labeling method(s) prior to use.

Terminal blocks must be affixed to panels that permanently identify the block and what wire connects to each terminal. This may be accomplished by silk screening or by installing a laminated printed card under the terminal block, with the labels on portions of the card that extend beyond the block. Installation of terminal blocks by drilling holes in the exterior wall of the cabinet is not acceptable.

Use barriers to protect personnel from accidental contact with all dangerous voltages.

Do not install conductors carrying AC power in the same wiring harness as conductors carrying control or communication signals.

Arrange wiring, including fiber optic pigtails, so that any removable assembly can be removed without disturbing wiring that is not associated with the assembly being removed.

Communication and control cables may not be spliced underground, except where indicated on the plans.

Cables in the Statewide Traffic Operations Center or in communication hubs, which are not contained within a single cabinet, shall have at least 10 feet of slack.

#### C.4 System Operations

If the contractor's operations unexpectedly interrupt Intelligent Transportation Systems (ITS) service, notify the engineer immediately and restore service within 24 hours. Repair all damaged facilities to the condition existing before the interruption. If service is not restored within 24 hours, the department may restore service to any operating device and deduct restoration costs from payments due the contractor.

# **C.5 Surge Protection**

Arrange the equipment and cabinet wiring to minimize the distance between each conductor's point of entry and its protector. Locate the protector as far as possible from electronic equipment. Ensure that all wiring between the surge protectors and the point of entry is free from sharp bends.

#### **D** Measurement

No separate measurement will be made for the work described in this article.

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#### E Payment

No separate payment will be made for the work described in this article. All work described in this article shall be included under the ITS items in the contract.

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# 35. General Requirements for Electrical Work.

Add the following to 651.3.3 (3) of the standard specifications:

Notify the department's Electrical Field Unit at (414) 266-1170 to coordinate the inspection for state owned traffic signals. The department's Region Electrical personnel will perform the inspection for the state owned and maintained traffic signals.

Requests for signal inspection will include a completed SE Region Traffic Signal Checklist.

# 36. Electrical Conduit.

Append standard spec 652.3.1.2 with the following:

Restoration of disturbed non-pavement areas shall be completed within five days after the engineer's acceptance of backfilling.

All disturbed non-pavement areas shall have four inches of topsoil placed, and the area shall be hydroseeded and/or restored per the plans and typical section as required, conforming to the requirements of standard spec 625, 628, 629, and 630.

The contractor shall directional bore, not trench, in areas of trees, shrubbery, and under driveways, sidewalks and streets unless otherwise noted. The root zone limits shall be determined by the Waukesha County Engineer and/or Forester. Trenching or excavation for pull boxes, signal bases and controller cabinets within the root zone of a tree shall not be permitted. The minimum depth of bored conduit within the root zone shall be 30 inches.

The contractor shall strip the minimum length of jacket necessary to make terminations in a neat and technically proficient manner.

Replace standard spec 652.5(2) with the following:

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

#### 37. Bases

Replace standard spec 654.2.(4) with the following:

Thread top 10 inches of the anchor rod for 3 nuts and 2 washers and bottom 5 ½" for 2 nuts per anchor rod. Hot-dip galvanize the entire length of the anchor rods (ASTM A123), and hot-dip nuts and washers (ASTM A153). Use zinc coated nuts manufactured with sufficient allowance to allow nuts to run freely on the threads.

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# 38. Electrical Service Meter Pedestal CTH O & Brookfield Square Dr, Item 656.0200.01; Electrical Service Meter Pedestal CTH O & Brookfield Square Mall North Dwy, Item 656.0200.02.

Append standard spec 656.3.4 with the following:

The contractor will be responsible for electrical service installation or relocation requests. The county will be responsible for any charges from We Energies. Electrical utility company service installation or relocation and energy cost will be billed to and paid for by the maintaining authority.

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

Add the following to standard spec 656.5(3):

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

# 39. Signal Housings.

Replace standard spec 658.2(4) with the following:

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

#### 40. Pedestrian Push Buttons.

Replace standard spec 658.2(5) with the following:

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

# 41. Signal Mounting Hardware.

Append standard spec 658.2 with the following:

All Light Emitting Diode (LED) traffic signal modules shall meet the Final Approved Version of the LED Circular Signal Supplement Purchase Specification produced by ITE. The manufacturer shall provide the minimum warranty as stated in the ITE Specifications. If the LED fails to function as intended due to workmanship or material defects the LED shall be replaced or repaired within the first 60 months from delivery. In addition, if the LED signal modules exhibit luminous intensities less than the minimum values specified within the first 36 months the LED shall be replaced or repaired.

All signal head assemblies shall be equipped with LED, cutaway visors, and backplates. The visor and backplate shall be a dull black.

Vehicular signal indications shall be 12-inch LED modules as indicated on material list. All faces shall give an appearance of an incandescent lamp.

Add the following to standard spec 658.2(7):

Use an approved type of pole or standard vertical mounting brackets/clamps for signal faces from an approved manufacturer. Pedestrian traffic signal heads mounted in the median shall use federal yellow aluminum side of pole 2-way upper and lower arm assemblies providing 16  $\frac{1}{2}$ -inch center to center spacing.

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# 42. Traffic Signal Faces & Pedestrian Signal Face 16-Inch.

Add the following to standard spec 658.3:

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

# 43. Temporary Traffic Signals for Intersections CTH O & Brookfield Square Dr, Item 661.0200.01:

# Temporary Traffic Signals for Intersections CTH O & Brookfield Sq Mall N Dwy, Item 661.0200.02.

Replace standard spec 661.2.1 with the following:

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

# Add the following to standard spec 661.2.1:

(6) Within the temporary traffic control cabinet, provide an emergency vehicle preemption (EVP) card rack compatible with EVP detector cards from the existing traffic signal cabinet. The existing EVP system shall be reinstalled for use at the temporary signal (paid for a separate item).

# Add the following to standard spec 661.3.1:

- <sup>(4)</sup> Install non-intrusive detection units according to the manufacturer's recommendations. Install power cable and signal cabinet equipment. Aim the detection units to provide detection at the locations shown on the plans and make the detection system fully operational.
- (5) In the event, at installation or turn on date, a noticeable obstruction is present in line with the detection zone(s), advise the engineer before setting the zone.
- <sup>(6)</sup> The non-intrusive detection shall be mounted at a location per the manufacturer's recommendations. Relocate the detection system to a suitable location if there is impedance on the operation, construction related or otherwise.
- (7) The non-intrusive detection system shall be complete, in place, tested, and in full operation during each stage and sub-stage of construction.

#### Replace standard spec 661.3.1.1 with the following:

(2) Place the pole in the ground to no less than 1/5 of the pole's length as the plans show. Sawcut existing pavement and concrete curb and gutter as needed to install the wood poles and guy wire anchors. Sawcut existing pavement according to the pertinent provisions in standard spec 690.3.

Remove pavement and concrete curb and gutter as shown on the plans and if needed to install the wood poles and guy wire anchors. Remove only as much pavement as needed to install the wood poles.

Remove pavement and curb and gutter according to the pertinent provisions in standard spec 204.3, Construction. Hold any wood poles in place and/or move wood poles during construction due to conflicts with proposed work. All wood poles shall be plumb and level.

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Add the following to standard spec 661.3.1.4:

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

(2) Maintain all temporary vehicle detection zones as the plans show or as the engineer directs. The temporary vehicle detection zones shall be set near the vicinity and within the approximate distance from the stop bar as shown on the plans. Check temporary vehicle detection zones every other week and at the opening of each stage of temporary traffic signal operation to ensure that they are working and are aimed properly. Periodic adjustment of the detection zones and/or moving of the temporary vehicle detection sensors may be required due to changes in traffic control, staging, or other construction operations.

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

(5) Maintain all temporary vehicle detection zones as the plans show or as the engineer directs. The temporary vehicle detection zones shall be set near the vicinity and within the approximate distance from the stop bar as shown on the plans. Check temporary vehicle detection zones every other week and at the opening of each stage of temporary traffic signal operation to ensure that they are working and are aimed properly. Periodic adjustment of the detection zones and/or moving of the temporary vehicle detection sensors may be required due to changes in traffic control, staging, or other construction operations.

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

Replace standard spec 661.5(2) with the following:

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

Payment also includes the following:

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

Payment is full compensation for drilling holes; furnishing and installing all materials, including bricks, and coarse aggregate; for excavation, bedding, and backfilling, including any sand or other required materials; furnishing and placing topsoil, fertilizer, seed, and mulch in disturbed areas; for properly disposing of surplus materials; for making inspections; for checking and/or adjusting the temporary detection zones on an every other week basis; for maintaining and changing the temporary detection zones to match the plans, traffic control, and construction staging; for relocating the temporary detection sensors due to construction activities, if required; for periodically cleaning all temporary vehicle detector equipment; for cleaning up and properly disposing of waste.

# 44. Temporary Traffic Signals for Intersections IH 94 WB On Ramp & CTH O Item 661.0200.03.

Replace standard spec 661.2.1(1) with the following:

Furnish control cabinet and control equipment. The department will supply, maintain, and install a signal controller, cellular modem, and ethernet switch to establish remote communication to the signal controller. The cabinet must be equipped with a 6-circuit Isotel independent of the GFI receptacles. Provide a

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cabinet with a Corbin #2 door lock and an access door that allows placing the controller in emergency flash. Provide keys to the access door to the engineer and law enforcement agencies as required. Also provide a manual control accessible by the police. Test traffic signal control cabinets before installation. The department will provide the signal controller with the initial traffic signal timing, and the department will be responsible for all subsequent signal timing changes.

# Replace standard spec 661.2.1(3) with the following:

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

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

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

#### Add the following to standard spec 661.2.1:

- (6) Control equipment or controller equipment is defined as anything inside the control cabinet excluding the department furnished signal controller, cellular modem, and ethernet switch.
- (7) Furnish pedestrian signal faces as shown in the plans, according to standard spec 658.2.3.

### Add the following to standard spec 661.3.1:

(4) Install pedestrian signal faces on the wood pole or wood post as the plans show. Maintain the height to the bottom of the pedestrian signal face as indicated in SDD Traffic Signal Standard Poly Bracket Mountings (Typical) 13 FT. or 15 FT.

#### Replace standard spec 661.3.1(2) with the following:

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

# Add the following to standard spec 661.3.1:

(4) The electrical contractor is responsible for maintaining the temporary signal heads mounted on the monotube arm.

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

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

# Add the following to standard spec 661.3.1.4:

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

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Replace standard spec 661.3.2.2(2) with the following:

(2) Install the tether wire at 20 feet to 22 feet over the roadway

Replace standard spec 661.3.2.4(1) with the following:

(1) Install the span wires free of any splices or kinks. Install the span wire mounted signal faces so the bottom is a maximum of 22 feet above the roadway (minimum height is 20 feet). Compute the vertical height of the span wire on the span pole using the following formula:

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

Replace standard spec 661.3.2.6(2) with the following:

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

Replace standard spec 661.3.2.7(2) with the following:

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

Replace standard spec 661.5(2) with the following:

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

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

# 45. Traffic Signal Controller & Cabinet CTH O & Brookfield Square Dr, Item SPV.0060.01; Traffic Signal Controller & Cabinet CTH O & Brookfield Square Mall N Dwy, Item SPV.0060.02.

#### **A** Description

This specification describes furnishing and installing a fully equipped and operational NEMA TS2 Type 2 traffic signal control cabinet.

#### **B** General Requirements

# **B.1 General**

Furnish and install equipment and assemble the cabinet conforming to the latest revision of NEMA Standards Publication TS 2-2003, *Traffic Controller Assemblies with NTCIP Requirements*, National Electrical Manufacturers Association, hereinafter called NEMA TS2 Standard, except where modified in this specification. All work shall conform to the Wisconsin State Electrical Code (WSEC). All work shall conform to standard spec 651, as supplemented or modified in this specification.

Provide cabinets designed for TS2 Type 2 operation. Pre-wire cabinets for a minimum of sixteen phases as specified herein.

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

Install the cabinet on the foundation and terminate all connections. Test for correct operation.

#### **B.2 Definitions**

Contractor or vendor – the firm under contract with the CTH or other entity for furnishing and installing the traffic signal cabinet.

Construction contractor – the firm under contract with the CTH or another entity to construct a roadway facility. The construction contractor may designate a subcontractor, such as an electrical subcontractor, to represent them with regards to the signal cabinet installation.

County - Waukesha County

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

#### C Cabinet

#### C.1 Design

Furnish a door-in-door ground mounted (without anchor bolts) aluminum cabinet of clean-cut design and appearance. Provide a cabinet of minimum size 44 inches wide, minimum 24 inches deep and minimum 52 inches to maximum 60 inches high. The size of the cabinet shall provide ample space for housing the controller, all of the associated devices which are to be furnished with the controller, all other auxiliary devices herein specified, and all equipment to be furnished and installed by others as listed in the Description section of this specification.

The cabinet shall comply with the environmental and operating standards outlined in the NEMA TS2 Standard. The cabinet shall provide reasonable vandalism protection. The cabinet shall have a NEMA 3R rating.

Construct the cabinet from type 5052-H32 aluminum with a minimum thickness of 0.125 inches. Furnish the cabinet with a natural, uncoated, aluminum finish inside and outside. Continuously weld all seams. The surface shall be smooth, free of marks and scratches. Use stainless steel for all external hardware.

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

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

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

#### C.2 Doors

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

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

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

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

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

Electrically bond the door to the rest of the cabinet with a braided copper grounding conductor. The length of the grounding conductor shall allow the door to swing fully open, without using the stop bar, without stretching or breaking the grounding conductor. The grounding conductor shall not interfere with normal door operation.

Provide a door switch for the main cabinet door. When the door is opened the switch shall send a signal to the controller sufficient for the controller to log an alarm.

# C.3 Shelves and Mountings

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

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

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

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

# **C.4 Auxiliary Cabinet Equipment**

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

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

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

# **D** Terminals and Facilities

#### **D.1 Terminal Facility**

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

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

Fully wire the terminal facility with 16 load switch sockets: 8 phases of vehicular, 4 phases of pedestrian, and 4 phases of overlap operation; 8 flash transfer relay sockets; 1 flasher socket; and 2 terminal facility 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 8 sockets each. Support the load switches and flasher by a bracket or shelf extending at least 3 inches from the terminal facility.

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

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

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

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

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

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

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

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

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

Permanently label all logic-level, NEMA-controller and MMU input and output terminations on the terminal facility. Identity 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 Wisconsin State Electrical Code (WSEC). The green/ walk, yellow, and red/ don't walk load switch outputs shall be minimum 16 gauge wire. The MMU (other than AC power), controller I/O, and logic ground shall be minimum 22 gauge wire. All wire colors shall be consistent in all cabinets furnished in one order.

#### **D.2 Auxiliary Panels**

# **D.2.1 Vehicle Detection Interface Panel**

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

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

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

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### **D.2.2 Intersection Lighting**

Provide an intersection lighting control panel as described. The intersection lighting control panel shall consist of an aluminum panel 0.125 inches thick and approximately 5 inches by 10 inches. Determine the actual panel size by the cabinet's mounting rail placement. Attach to the panel a 2 pole-30 amp contactor-120vac coil (Square D #8910DPA32V02 or equal), and a heavy duty six position terminal block (Marathon DJ1606 or equal). Use wire sizes 10AWG for power and load wiring, and 16AWG for control wires. Wire the terminal strip as follows:

- 1. Control coil
- 2. L1 in
- 3. L2 in
- 4. Neutral in and control coil
- 5. L1 out
- 6. L2 out

Protect each output by a MOV (V150LA20A) wired between the output and neutral. Include a photo control (Intermatic #K4021C or equal). Mount the photo control just above the cabinet door and approximately 12 inches from the right side of the cabinet. Wire the photo control to a 3 position terminal strip using 16AWG wire color coded to match the photo control wiring connected to the intersection lighting control panel.

# **D.3 Conductors and Cabling**

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

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

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

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

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

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

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

#### **D.4 Cabinet Switches**

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

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

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Position Switch Label Function

Upper Stop Time Place stop time on the controller

Center Run Remove the stop time input to the controller

Lower Normal Connects the MMU to the controller stop time input

Locate the following switches behind the police access door:

a. Signal/Off

b. Flash/Normal

c. Hand/ auto

d. Coiled hand control and cable

The above switches shall function as follows:

Off: Signals Dark

Signal: Signals On and operating as follows:

<u>Auto</u> <u>Hand</u>

Flash: Signals Flash Signals Flash

Normal: Signals Normal Signals Advance by use of hand control

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

Position Function

Up Detector Disabled
Center Detector Enabled
Down Detector Called

#### **E Power Panel**

#### E.1 Design

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

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

#### E.2 Bus Bar

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

# **E.3 Circuit Breakers**

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

- One 30-amp signal breaker. This breaker shall supply power for all cabinet functions not
  powered through one of the other breakers or fuses listed below. Streetlights will be powered
  from outside the cabinet in the meter breaker pedestal. This breaker shall feed a signal bus
  supplied through a solid state bus relay and a radio interference line filter. The bus relay, in all
  cases, shall be a solid state contactor and shall not be jack mounted. Breakers shall be thermal
  magnetic type, UL 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.

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

### E.4 Radio Interference Suppressor

Equip each control cabinet with a single radio interference suppressor (RIS) of sufficient ampere rating to handle the load requirements. Install the RIS at the input power point. The RIS shall minimize interference in both the broadcast and the aircraft frequencies and shall provide a maximum attenuation of 50 DB over a frequency range from 200 KHZ to 75 MHZ, when used in connection with normal installations. The RIS shall be hermetically sealed in a substantial metal case filled with a suitable insulating compound.

The terminals shall be nickel-plated brass studs of sufficient external length to provide space to connect two #8 AWG wires and shall be so mounted that they cannot be turned in the case. Ungrounded terminals shall be properly insulated from each other and shall maintain a surface leakage distance of not less than 6.35 mm between any exposed current conductor and any other metallic parts. The terminals shall have an insulation factor of 100-200 megohms dependent upon external conditions. The RIS shall be rated at minimum 50 amperes. Design the RIS for operation on 115 VAC +/- 10%, 60HZ, single-phase circuits, and to meet the standards of UL or a NRTL and Radio Manufacturer's Association.

### E.5 Bus Relay

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

# **E.6 Surge Protector**

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

# **E.7 Power receptacles**

Mount a 120 VAC 20 amp, NEMA 5-20R GFCI duplex 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.

# E.8 Suppressors and RC Network

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

# **F Auxiliary Devices**

# F.1 Load Switches

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

#### F.2 Flashers

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

#### F.3 Flash Transfer Relays

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

#### **F.4 Inductive Loop Detector Units**

Provide the quantity of inductive loop detector units required by the plans and conforming to the requirements of section 6.5 of the NEMA TS2 Standard for 2-channel, rack mount detector units, type C. Install all required units in one detector rack.

#### F.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.

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### G 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.

# H 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 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.

#### **I Traffic Signal Controller**

The traffic signal controller provided shall be a Siemens m60 series model, compatible with the NEMA TS2 Type 2 specifications.

# I.1 Firmware

Provide installed in the controller current, fully operational, controller firmware and software sufficient for the controller to perform all functions shown on the plans, sequence of operation plan sheet, specifications, and signal timing plan for the local intersection. Provide all software licenses.

The firmware and software shall be compatible with and able to fully communicate with:

- All phase sequences used by the county, including flashing yellow for both left and right turns.
- Communications, closed loop, and on-street control software designed for use with the provided controller and provided under separate bid items.
- Both the controller and the MMU.
- County PC laptop and desktop computers with Windows XP and Windows 7 operating systems.
- Backwards compatibility with older traffic signal controllers and software produced by the controller manufacturer and installed in county traffic signals since 2000.
- The supplier's multi-level central operation software programs for potential future application.

#### I.2 Features/ Functions

# I.2.1 General

Provide shelf-mounted controller units.

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Provide intersection controller units with up to 16-phase operation plus 16 programmable overlaps regardless of whether or not preemption, coordination, or other special programming is used.

Provide a four-ring, programmable for both single and dual entry concurrent timing, nine-phase frame or equivalent. Provide volume density timing for eight phases and pedestrian timing for all phases. Provide MUTCD flash capability. All controls shall be according to the NEMA TS2 Standard.

All controller timing parameters shall be fully programmable from the front panel keyboard inputs, and memory storage features shall be non-volatile under power-off conditions for at least 30 days. A security code must be entered before any timing parameters can be changed. The locking, non-locking detection mode and per phase recall shall also be accessible on the front panel.

Provide a data key port on the controller to load and store intersection programming.

Internally buffer all logic circuit inputs to withstand transients and noise, such as might result from normal usage, without damage to any mechanism components.

# I.2.2 Front Panel Display

Provide a display panel on the front panel consisting of a backlit alphanumeric LCD display. The face of the display shall be scratch, chemical, and solvent resistant. The operator shall access the controller through a menu system. By selecting various menu options, real time operational status or stored parameter tables shall be presented to the operator.

Show on the LCD display, in addition to information required elsewhere:

- (a) The status of each signal phase on.
- (b) The interval status.
- (c) Phase termination information.
- (d) The presence of vehicular and pedestrian calls for each phase.

#### I.2.3 Timing

The passage timer shall time concurrently with the minimum green timer, such that the duration of the minimum green time is directly adjustable and is independent of the passage time setting.

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

- (a) Phases timing concurrently shall terminate simultaneously if both have a gap-out due to excessive time between actuations.
- (b) Phases timing concurrently shall terminate simultaneously if both have a maximum timeout.
- (c) Phases timing concurrently shall terminate simultaneously if one has a gap-out and the other has a maximum time-out.
- (d) In the event that one phase has not achieved a gap-out or maximum time-out, the other gapped-out phase shall be permitted to leave the gapped-out condition and retime an extension when an actuation is received.

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

- yellow clearance 3.0 seconds
- standard minimum walk 4.0 seconds
- preemption minimum walk = 0.0 seconds
- minimum pedestrian clearance 6.0 seconds

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

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### I.2.4 Manual (Police) Control

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

#### I.2.5 Coordination

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

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

# I.2.6 Diagnostic Program

Provide a diagnostic program prepared by the manufacturer of the controller unit which will demonstrate the proper operation of all of the inputs, outputs, controls and indicators in the controller, and have visual confirmation on the front panel. The diagnostic program shall be resident in each controller. The controller shall continuously run a diagnostic routine in the background to assure unit integrity.

# I.2.7 Message Logging

Provide user programmable, data logging of local events or alarm events including, but not limited to: Conflict Flash, Remote Flash, Local Flash, Controller Voltage Monitor, Detector Failure, On Line and Data Change. The time and date shall be recorded as a part of the message logged. The logging function shall be resident in the controller unit. The logging function shall be viewed from the front panel LCD display. If the logging function cannot be viewed from the front panel LCD display, it shall be performed by supplemental auxiliary equipment supplied with this specification.

#### I.2.8 Closed Loop Operation

The controller shall be able to be used in a closed loop system using twisted pair copper, single mode fiber, multimode fiber, or wireless radio to connect to compatible equipment.

#### I.2.9 RS-232 Interface and Ethernet Port

Provide a RS-232C interface and connector for interconnecting to a conflict monitor, printer, another like controller unit, or a local personal computer, as well as a remote personal computer through an external modem. A modem is not required to be provided with this specification. Include Ethernet communications capability as a standard feature and provide an Ethernet port. Ports shall be on the front panel of the controller.

# J Documentation

# J.1 Cabinet Intersection Wiring Diagrams

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

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At the time of the cabinet delivery, furnish to the county's traffic engineer two sets of printed 22X34-inch cabinet intersection wiring diagrams per cabinet. Printing the 22X34-inch sheet in smaller sizes is not acceptable. Leave a third drawing in the under-shelf drawer 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 under-shelf drawer in the signal cabinet, and furnish to the county's traffic engineer two sets of as-built printed cabinet wiring diagrams per cabinet. If no changes were made from time of cabinet delivery, notify the county's traffic engineer in writing.

# J.2 MMU and Controller Programming

At the time of cabinet delivery, furnish to the county's traffic engineer two printed copies of the MMU programming and two copies of the signal timing in the traffic signal controller. Leave a third copy in the under-shelf drawer in the signal cabinet. After cabinet acceptance is complete, if any MMU or controller timing changes were made, revise the documents, leave one copy in the under-shelf drawer in the signal cabinet, and furnish to the county's traffic engineer two copies per cabinet. If no changes were made from time of cabinet delivery, notify the county's traffic engineer in writing.

#### J.3 Manuals

At the time of the cabinet delivery, furnish to the county's traffic engineer 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
- 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.

# **K Cabinet Delivery**

The construction contractor will provide the traffic signal specifications and plans, including the sequence of operation, to the contractor. The vendor shall determine the required cabinet equipment and assembly requirements from the plans and specifications and provide the county's traffic engineer a list of procurement items. The county's traffic engineer will approve or request resubmittal of the procurement items list prior to the cabinet being built.

Provide the list of procurement items to the county's traffic engineer a minimum of 30 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 county's traffic engineer approves the procurement item list.

If the county 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 county 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 county, except if an additional equipment item is added at the county's request and the additional item is not to remedy any contractor or vendor error.

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The contractor shall deliver the fully wired and equipped cabinets to the intersection where the cabinet will be installed, or other site as designated by the CTH Or the project construction contractor. The contractor is responsible for arranging the unloading of the cabinet.

When the county exercises its right to test a cabinet in the county's shop as described in the Acceptance Testing section of this specification, deliver the cabinet to the location specified by the county's traffic engineer. When the testing is complete, pick up the cabinet from the shop within three business days of notification.

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

# L Acceptance Testing

Complete on-site traffic signal acceptance testing in the presence of the county. The acceptance testing will occur after the signal cabinet is fully installed at the project intersection and before the traffic signal is turned on. The construction contractor and the county 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 or electrician 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 and controller to conform to this specification.

Upon successful completion of the acceptance testing as determined by the county, a 30-day conditional acceptance of the signal cabinet will be provided to the contractor. Should the cabinet within the 30-day conditional acceptance period fail to perform in any way as determined by the county, the contractor 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 county. The contractor 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 installed in the field by the contractor at no cost to the county 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 contractor.

The county reserves the right to perform its own tests on the traffic signal cabinet at any time using the county's control equipment. Should an individual traffic signal cabinet be found to not meet the requirements of these specifications, the contractor shall pick up the traffic signal cabinet 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 county.

#### **M** 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 contractor's company letterhead, shall be addressed to both the department and the construction contractor, and shall be signed by a company officer authorized to legally obligate the company.

# **N** Warranty

Provide a supplier 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 two years from the date of cabinet installation and acceptance in the field, or in the case of a cabinet that is not installed in the field, from the date of delivery of an accepted cabinet to the county. Delivery of a cabinet for testing does not constitute acceptance of the cabinet. Turn over to the county warranties and guarantees that are offered by the manufacturer as a customary trade practice. Name the county as the obligee on all manufacturers'

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warranties and guarantees. Shipping costs, both to the factory or an Authorized Repair Depot, and return, shall be paid by the contractor.

The warranty shall provide for full repair or replacement, as determined by the county, of the failed item or cabinet system, including removal and installation, at no cost to the county. Supplier warranty service response times after notification by the county:

- 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 contractor shall, within 24 hours after notification (excluding Saturday and Sunday), furnish and install an identical, programmed, controller unit, MMU, module, or auxiliary equipment, for use while the warranted unit is being repaired or replaced. The isolation of any malfunction during the warranty period shall be the responsibility of the contractor.

The county 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 county's determination the safety of the traveling public is best served. Such repair work will not in any way void or limit the supplier's warranty and guarantee specified above. The county will notify the contractor in writing of the repair. The contractor shall within five business days after notification replace all cabinets, equipment, and supplies used by the county 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 county acceptance, an entirely new cabinet exactly matching the existing cabinet shall be furnished and installed in the field by the contractor at no additional cost to the county. Any traffic control, including but not limited to signing, channelizing devices, temporary signals, police control, and flaggers, that becomes necessary as determined by the county in order to safely replace the cabinet, is the full responsibility of the contractor. The original cabinet becomes the property of the contractor.

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 department contact for support shall be a qualified person employed by the contractor's local office who is personally familiar with the county'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 county's traffic engineer in writing when a firmware / software patch or upgrade is available. The county will direct the contractor when to install the patch or upgrade for each controller. Install the patch or upgrade and provide a usable copy of the patch or upgrade to the county. Alternatively, when requested by the county, provide the patch or upgrade to the county for installation by the county.

#### O Measurement

The department will measure Traffic Signal Controller & Cabinet (Intersection) as each unit of work, acceptably completed.

#### P Payment.

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.01	Traffic Signal Controller & Cabinet CTH O & Brookfield Square Dr	EACH
SPV.0060.02	Traffic Signal Controller & Cabinet CTH O & Brookfield Square Mall North Dwy	EACH

Payment is full compensation for furnishing and installing a complete traffic signal cabinet, including the signal controller and conflict monitor together with cabinet, all required control units, all necessary wiring, switches, and fittings to assure that the controller will perform the functions. Initial signal timing parameters will be provided by Waukesha County for activation programming by the contractor.

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# 46. Expose Existing Utility, Item SPV.0060.03.

# **A** Description

The work includes exposing existing utilities and intercepting conduit as shown in the plans and preparing the exposed location for rerouting modifications.

#### **B** Materials

Furnish granular backfill that conforms to standard spec 209.

#### **C** Construction

#### General

Obtain engineer approval prior to performing the work, submitting all requests for exposing existing utilities in writing. Coordinate utility exposures with the engineer and notify the utility owner or their agents of this work two working days in advance so that they may be present when the work commences.

## Excavation

Expose all utility locations within a given location to a minimum depth of 18-inches below the bottom of each utility. Excavate in a manner that protects the integrity of the utilities and prevents any damage to wrappings or protective coatings such as by any mechanical method or hand digging. Notify the utility owner promptly if damage or interruption of service occurs. Repair all damage caused to such utilities resulting from negligence or carelessness at own expense.

Identify horizontal locations of each exposed utility. The utility location shall remain exposed and available for visual inspection until the completion of all work in a given location. If the utility shall remain exposed overnight or for prolonged periods of time, protect the location with traffic-rated steel plating, safety barriers, and all necessary traffic control devices that may be required under applicable standards or as directed by the engineer.

# Backfilling

Upon completion of the utility exposure, restore the location in kind to its original condition. Use granular backfill, conforming to standard spec 209, to backfill the exposed utility locations to the subgrade elevation except for areas located within local streets. All granular material placed to an elevation of 18-inches above each exposed utility shall consist substantially of sand with all particles retained on a 1-inch (25.0 mm) sieve removed. The remaining granular material shall conform to the specifications for backfill for trench excavation. Alternate restoration methods may be used upon written approval from the engineer.

# **Documentation**

Provide documentation to the engineer and include sketches of the utility locations tied to known features in the plans. Document the size and/or diameter, composition, and a description of each utility and the location of the elevation with respect to each utility noted. Supply digital photographs of the uncovered utility to the engineer in .jpeg format for future reference.

#### **D** Measurement

The department will measure Expose Existing Utility as a unit for each location, acceptably completed. A location may have multiple utilities located within the same exposure area. An exposure area will include all utilities within 6 lateral feet of each other, and payment will only be made for one unit regardless of the number of utilities exposed. Payment is based on a single unit of work for each 6-foot increment of exposure measured vertically from the existing ground elevation located above the existing utility to a point 18 inches below the exposed utility.

#### E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.03Expose Existing UtilityEACH

Payment is full compensation for furnishing all excavation, and removing; for disposing of all materials; for locating all utilities within each respective location; for providing documentation and photographs of utility locations to the engineer; for furnishing all maintenance of the location during construction; for furnishing all traffic control, safety barriers, and steel plating required.

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# 47. Removing, Salvaging, & Reinstalling Light Poles, Luminaires, and Arms, Item SPV.0060.05.

# **A Description**

The work under this item shall consist of removing, salvaging, and reinstalling above-ground street lighting equipment owned by the City of Brookfield, according to the applicable provisions of standard spec 204, 655 and 659.

Specific removal and salvage items are described in the plans and miscellaneous quantities. This item also includes all other non-itemized materials, labor, and tools required to remove the lighting equipment as shown in the plans.

# B (Vacant)

#### **C** Construction

Inspect the pole prior to removing from the existing base. Inform the engineer of any items of concern or potential problems that may interfere with the reuse of the pole, arm or luminaire. Arrange for the removal of the street lighting equipment after receiving approval from the engineer that the existing equipment can be removed. New bases and base removal will be paid as separate items and are not included herein.

Store the salvaged lighting equipment in a secure location as directed by the engineer.

Reinstall the lighting equipment on the newly constructed concrete bases as shown on the plans. Furnish and install additional lighting cable as necessary to connect to the lighting circuit and restore system lighting.

All work shall be according to the latest Standard Specifications and the plans.

#### **D** Measurement

The department will measure Removing, Salvaging, & Reinstalling Light Poles, Luminaires, and Arms by each individual light pole, acceptably completed.

# E Payment

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

ITEM NUMBER DESCRIPTION UNIT

SPV.0060.05 Removing, Salvaging, & Reinstalling Light Poles, Luminaires, and Arms EACH

Payment is full compensation for removing, relocating, and/or disassembling street lighting (as needed), scrapping of some materials, storing salvaged items on site, and disposing of scrap material.

# 48. Removing Salvaging, and Reinstalling Electrical Service Meter Breaker Pedestal, Item SPV.0060.10

## **A Description**

This work shall consist of salvaging, storing, and reinstalling existing lighting control cabinet service meter pedestal as shown on the plans and as hereinafter provided.

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

The metering pedestal shall not be installed until it is in proper working order and approved by City of Brookfield personnel or their designee.

After the contractor has mounted the pedestal, they shall connect all the field wiring between the pedestal and the control cabinet for correct operation. The contractor shall connect and test the circuits associated with the metering pedestal as directed by the engineer.

B (Vacant)

C (Vacant)

**D** Measurement

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The department will measure Remove and Reinstall Existing Electrical Service Meter Breaker Pedestal as each unit of work, acceptably completed.

# **E** Payment

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

ITEM NUMBER DESCRIPTION UNIT

SPV.0060.10 Removing, Salvaging, and Reinstalling Electrical Service Meter Breaker Pedestal EACH

Payment is full compensation for salvaging, storing, and reinstalling the metering pedestal, wiring, conduit, and fittings as are necessary to assure that the pedestal will perform the necessary functions.

# 49. Removing Salvaging, and Reinstalling Lighting Control Cabinet 120/240 30-Inch, Item SPV.0060.11

# **A** Description

This work shall consist of salvaging, storing, and reinstalling existing lighting control components and associated cabinet enclosure as shown on the plans and as hereinafter provided.

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

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

The cabinet shall not be installed until it is in proper working order and approved by City of Brookfield personnel or their designee.

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

The control cabinet shall be fully programmed to operate as a complete and functioning lighting control system. The equipment items included shall be, but not necessarily limited to, cabinet, photo-cell, control contactors, power supply, power distribution panel, interior cabinet wiring, and other associated electrical equipment interior to the control cabinet that is necessary to provide the type of operation described in these specifications.

# **B** Materials (Vacant)

# C (Vacant)

#### **D** Measurement

The department will measure Remove and Reinstall Existing Lighting Control Cabinet (size) as each unit of work, acceptably completed.

# **E** Payment

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

ITEM NUMBER DESCRIPTION UNIT

SPV.0060.11 Removing, Salvaging, and Reinstalling Lighting Control Cabinet 120/240 30-Inch EACH

Payment is full compensation for salvaging, storing, and reinstalling the lighting control cabinet, all required control equipment, electrical panel, and fittings as are necessary to assure that the cabinet will perform the necessary functions.

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# 50. Adjust Sanitary Sewer Manhole, Item SPV.0060.13

# **A** Description

This special provision describes the adjustment of City of Brookfield sanitary sewer manholes from the top of cone to the top of manhole frame and cover. Perform this work according to the pertinent provisions of the Standard Specifications for Sewer and Water Construction in Wisconsin, 6th Edition and all amendments, except as herein modified.

#### **B** Materials

Make adjustments using concrete adjusting rings, mastic, and mortar.

#### **C** Construction

Perform work according to the Standard Specifications for Sewer and Water Construction in Wisconsin, 6th Edition and all amendments. Set manhole frames to finished grade. All work shall be per City of Brookfield Standard Detail Plate No. 011 and Plate No. 011A.

The proposed curb line shall be verified for any castings located near the curb line. The contractor shall rotate the manhole cone or top section as necessary to avoid or minimize impact to the curb line.

A sanitary manhole seal shall be installed upon completion of the work performed.

Contact the Brookfield Engineering Department to schedule inspection at (262) 787-3919 three days prior to work being performed.

#### **D** Measurement

The department will measure Adjust Sanitary Sewer Manhole by each sanitary sewer manhole adjusted, acceptably completed.

# E Payment

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

 ITEM NUMBER
 DESCRIPTION
 UNIT

 SPV.0060.13
 Adjust Sanitary Sewer Manhole
 EACH

Payment is full compensation for adjusting existing manhole frame and casting to finish grade from the top of existing cone to the top of manhole frame and casting. This shall include but not be limited to construction, necessary removals, excavation, and backfilling.

Multiple adjustments required to perform this work or additional adjustments as directed by the engineer shall be considered incidental.

Sanitary manhole seals will be paid separately at their respective unit bid price. Any new sanitary manhole frame and casting shall be paid for separately at its respective unit bid price.

# 51. Sanitary Manhole Seal, Item SPV.0060.14

# **A** Description

This special provision describes the installation of sanitary manhole seals.

# **B** Materials

Sanitary manhole seals shall meet the material requirements of section 8.42.3 and the performance requirement of section 8.42.4 of the Standard Specifications for Sewer and Water Construction, 6<sup>th</sup> Edition and all amendments, except as herein modified.

Sanitary Manhole Seals shall be Adaptor Internal/External seal ring or approved equal according to City of Brookfield Standard Detail Plate No. 011 and Plate No 011A.

#### **C** Construction

Use methods that conform with Section 3 of the Standard Specifications for Sewer and Water Construction in Wisconsin, 6<sup>th</sup> Edition and all amendments. Install seals according to the manufacturer's recommended installation procedures and per the City of Brookfield Standard Detail Plate No. 011 and Plate No. 011A.

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Install all sanitary manhole seals after the manholes have been adjusted to proper grade, during placement of base aggregate dense, and prior to the completion of the pavement.

Contact the Brookfield Engineering Department to schedule inspection at (262) 787-3919 three days prior to work being performed.

#### **D** Measurement

The department will measure Sanitary Manhole Seal by by each individual unit, acceptably completed. The City of Brookfield will also provide acceptance prior to backfilling and payment.

# **E** Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.14Sanitary Manhole SealEACH

Payment is full compensation for installing a manhole seal for a sanitary manhole.

# 52. Sanitary Manhole Frame & Casting, Item SPV.0060.15

### **A** Description

This special provision describes the installation of new sanitary manhole frame & castings as directed by the engineer. Perform this work according to the pertinent provisions of the Standard Specifications for Sewer and Water Construction in Wisconsin, 6<sup>th</sup> Edition and all amendments, except as herein modified.

#### **B** Materials

Sanitary manhole frame and castings shall be Neenah R-1661 or approved equal.

#### **C** Construction

Install a new Sanitary Manhole Frame & Casting as necessary and as directed by the engineer.

Perform work according to the Standard Specifications for Sewer and Water Construction in Wisconsin, 6th Edition and all amendments. Set manhole frame and casting to finished grade. All work shall be per City of Brookfield Standard Detail Plate No. 011 and Plate No. 011A.

# **D** Measurement

The department will measure Sanitary Manhole Frame & Casting by each sanitary manhole frame & casting, acceptably installed.

#### E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.15Sanitary Manhole Frame & CastingEACH

Payment is full compensation for furnishing and installation of a new sanitary manhole frame & casting and does not include any adjustments. This shall include but not be limited to construction, necessary removals, excavation, and backfilling.

Adjustments shall be included as part of the unit bid price for Adjust Sanitary Sewer Manhole, Reconstruct Sanitary Sewer Manhole, or Replace Sanitary Sewer Manhole. Sanitary manhole seals shall be paid separately at the respective unit bid price.

# 53. Reconstruct Sanitary Sewer Manhole, Item SPV.0060.16

#### **A** Description

This special provision describes the reconstruction of City of Brookfield sanitary sewer manholes identified from the bottom of the existing manhole cone section to the top of frame and casting. Perform this work according to the pertinent provisions of the Standard Specifications for Sewer and Water Construction in Wisconsin, 6<sup>th</sup> Edition and all amendments, except as herein modified.

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#### **B** Materials

Reconstruct manhole using a precast cone section, additional precast barrel sections as necessary, and concrete adjusting rings and mortar per the City of Brookfield Standard Detail Plate No. 011 and Plate No. 011A.

#### **C** Construction

Perform work according to the Standard Specifications for Sewer and Water Construction in Wisconsin, 6th Edition and all amendments. Set manhole frames to finished grade. All work shall be per City of Brookfield Standard Detail Plate No. 011 and Plate No. 011A.

The contractor shall remove the existing cone section or deck to the top of the barrel section, salvage the existing frame and casting, install new deck or cone section, construct the chimney section and reset the salvaged frame and casting to proposed grade.

The proposed curb line shall be verified for any castings located near the curb line. The contractor shall rotate the manhole cone or top section as necessary to avoid or minimize impact to the curb line only within limits of the steps to adequately line up for ingress/egress within the manhole as approved per the City of Brookfield inspector.

A sanitary manhole seal shall be installed upon completion of the work performed.

Contact the Brookfield Engineering Department to schedule inspection, at (262) 787-3919, three days prior to work being performed.

#### **D** Measurement

The department shall measure each Reconstruct Sanitary Sewer Manhole by each manhole reconstructed as designated in the plans and acceptably completed.

#### **E** Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.16Reconstruct Sanitary Sewer ManholeEACH

Payment is full compensation for reconstruction of existing manholes from the bottom of the existing cone section to the top of the frame and casting. This shall include but not be limited to construction, necessary removals, excavation, and backfilling.

This shall also include adjusting the existing manhole frame and casting to finish grade. Any additional adjustments required to perform this work or additional adjustments as directed by the engineer shall be considered incidental.

Sanitary manhole seals will be paid separately at their respective unit bid price. Any new sanitary manhole frame and casting shall be paid for separately at its respective unit bid price.

#### 54. Adjust Water Valve Box, Item SPV.0060.17

# **A** Description

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

#### **B** Materials

Existing water valve boxes.

Any new water valve boxes that are necessary shall follow the material requirements listed under the Valve Box Replacement section of these special provisions.

# **C** Construction

All water valve boxes within the project limits shall be adjusted to proposed elevations by the contractor using materials meeting city specifications.

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

The proposed curb line shall be verified for any water valve boxes located near the curb line. The curb and gutter shall be field adjusted as necessary to minimize any water valve box conflicts.

Upon completion of the contract, the city will inspect all water facilities to ensure the water valve boxes are clean, properly aligned, and accessible. The contractor shall be responsible to make identified repairs and adjustments.

#### **D** Measurement

Each Adjust Water Valve Box shall be measured 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.0060.17 Adjust Water Valve Box EACH

Payment is full compensation for all excavation, backfilling, disposal of surplus materials, and restoration of the work site.

Multiple adjustments required to perform this work or additional adjustments as directed by the engineer shall be considered incidental

This pay item is for the adjustment of existing valve boxes only. Payment for adjusting new valve boxes shall be included as part of the Valve Box Replacement unit bid price.

# 55. Replace Sanitary Sewer Manhole, Item SPV.0060.18

# **A** Description

This special provision describes the removal and replacement of the City of Brookfield sanitary sewer manhole as noted in the project plans. This work shall be performed according to the pertinent provisions of the Standard Specifications for Sewer and Water Construction in Wisconsin, 6th Edition and all amendments, except as herein modified.

#### **B** Materials

Replace manhole using a precast cone section, additional precast barrel sections as necessary, base slab, and concrete adjusting rings and mortar per City of Brookfield Standard Detail Plate No. 011 and Plate No. 011A.

Sanitary sewer pipe shall be PVC ASTM D-3034, SDR 35 meeting the requirements of Section 8.10.0 of the Standard Specifications for Sewer and Water Construction in Wisconsin, 6<sup>th</sup> Edition and all amendments.

Couplings for connecting dissimilar pipe materials shall be a Max Adaptor One and Done universal repair coupling meeting ASTM C-1173 manufactured by Robar Industries LTD, a gasket straight SDR 26 PVC heavy wall sewer repair coupling conforming to ASTM D-3034 and STM F-1336, or an approved equal non shear coupling.

The pipe bedding and cover material shall conform to Section 8.43.2 Table 32 of the Standard Specifications for Sewer and Water Construction in Wisconsin, 6th Edition and all amendments and shall be 3/8" crushed limestone.

The sub-trench beneath the pipe bedding and cover material shall be No. 1 stone.

Backfill material shall be slurry backfill and shall conform to Section 8.43.8 and/or 8.43.9 of the Standard Specifications for Sewer and Water Construction in Wisconsin, 6th Edition and all amendments.

#### **C** Construction

Perform work according to the Standard Specifications for Sewer and Water Construction in Wisconsin, 6th Edition and all amendments. Set manhole frames to finished grade. All work shall be per City of Brookfield Standard Detail Plate No. 011 and Plate No. 011A.

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The contractor shall remove the existing sanitary sewer structure including the rings, cone section, barrel sections, and base slab, remove any necessary piping, salvage the existing frame and casting, install new piping as necessary, connect to the existing sanitary sewer piping, install new base slab, barrel(s), cone section, rings, and reset the salvaged frame and casting to proposed grade at the new location as shown in the plans.

The proposed curb line shall be verified for any castings located near the curb line. The contractor shall rotate the cone or top section as necessary to avoid or minimize impact to the curb line.

A sanitary manhole seal shall be installed upon completion of the work performed.

The bedding and cover material shall have a minimum of 4" bedding to a cover of 12" above the crown of the pipe. The subtrench material shall be placed to a thickness of up to 3 inches beneath the bedding material as required.

Backfill material shall be placed from the top of the bedding and cover material to the bottom of the asphalt pavement.

Contact the Brookfield Engineering Department to schedule inspection, at (262) 787-3919, three (3) days prior to work being performed.

#### **D** Measurement

The department will measure Replace Sanitary Sewer Manhole by each individual unit, acceptably completed. The City of Brookfield will also provide acceptance prior to backfilling and payment.

#### E Payment

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

 ITEM NUMBER
 DESCRIPTION
 UNIT

 SPV.0060.18
 Replace Sanitary Sewer Manhole
 EACH

Payment is full compensation for removing and replacing the sanitary manhole as noted in the project plans. This shall include but not be limited to construction, necessary removals, excavation, and backfilling.

This shall include connections to the existing sanitary sewer pipe and any new piping necessary to install the sanitary sewer manhole in its new location as designated in the plans.

This shall also include adjusting the existing manhole frame and casting to finish grade. Any additional adjustments required to perform this work or additional adjustments as directed by the engineer shall be considered incidental.

Sanitary manhole seals will be paid separately at their respective unit bid price.

# 56. Temporary Vehicle Detection CTH O & Brookfield Square Dr, Item SPV.0060.31; Temporary Vehicle Detection CTH O & Brookfield Square Mall North Dwy, Item SPV.0060.32.

## **A Description**

This special provision describes furnishing, installing and maintaining vehicle detection systems in conjunction with temporary traffic signals as shown in the plans. The desired vehicle detection zones and their operational parameters are show in the plans.

#### **B** Materials

Provide all necessary equipment for the approved method of temporary vehicle detection. Select, with prior approval of the engineer, the vehicle detection technology best suited for the site conditions and the anticipated construction work zones and activities. The engineer reserves the right to request a demonstration of any or all temporary vehicle detection technologies prior to said approval. Vehicle detection technologies considered shall include; but are not limited to: microwave detection, radar detection, or video detection. Detection technology shall provide for true presence detection.

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#### **C** Construction

Provide immediate response, 24-hour/7-days per week, to maintain any aspect of the temporary vehicle detection that is defective, completing repairs or adjustments the same day as notification.

Adjust, relocate, add, or remove temporary vehicle detection equipment for each traffic control stage or sub stage as shown in the plans, request by the engineer, or as modified by the contractor's operations to maintain the required traffic and complete the proposed work.

#### **D** Measurement

The department will measure Temporary Vehicle Detection 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.0060.31	Temporary Vehicle Detection CTH O & Brookfield Square Dr	EACH
SPV.0060.32	Temporary Vehicle Detection CTH O & Brookfield Square Mall North Dwy	EACH

Payment is full compensation for demonstrating and selecting the vehicle detector technology, furnishing, installing and adjusting or moving the equipment, including all required materials, tools and supplies; and for clean-up and waste disposal.

# 57. Reinstall Temporary EVP Equipment CTH O & Brookfield Square Dr, Item SPV.0060.33; Reinstall Temporary EVP Equipment CTH O & Brookfield Square Mall North Dwy, Item SPV.0060.34.

#### **A Description**

This special provision describes reinstalling existing EVP equipment from the permanent traffic signal to a temporary traffic signal for operation during construction as shown in the plans.

#### **B** Materials

Transfer existing county-owned equipment from the existing permanent traffic signal to the temporary traffic signal.

#### **C** Construction

Reinstall the existing EVP equipment as shown in the temporary traffic signal plans or as directed by the engineer. Program the EVP operation according to the temporary traffic signal plans and timings (provided by the county). All equipment shall be complete in place, tested, and in full operation during each stage and sub-stage of construction.

Determine a suitable location for the EVP detectors on the temporary signal for each stage and sub-stage of construction. Detectors may be mounted on the temporary traffic signal span wire or wood poles. Relocate the detectors to a suitable location if construction activities and/or construction staging changes impede the detector operation. Arrange for testing of equipment prior to acceptance of the installation for each construction stage.

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

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

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

Provide the engineer records of all timing settings used during construction.

# **D** Measurement

The department will measure Reinstall County-Furnished Temporary EVP Equipment, reinstalled and completely operational, as each individual unit of work per intersection, complete in place and accepted.

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# E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.33	Reinstall Temporary EVP Equipment CTH O & Brookfield Square Dr	EACH
SPV.0060.34	Reinstall Temporary EVP Equipment CTH O & Brookfield Square Mall North Dwy	EACH

Payment is full compensation for reinstalling all required equipment on the temporary traffic signal; for relocating the temporary EVP detectors due to construction activities, if required; for programming and testing the EVP system for each stage and sub-stage of construction; for periodically cleaning all temporary EVP detectors; for cleaning up and properly disposing of waste. Removal of the EVP equipment from the existing traffic signal is paid for under a separate item.

# 58. Remove & Reinstall EVP Equipment CTH O & Brookfield Square Dr, Item SPV.0060.35; Remove & Reinstall EVP Equipment CTH O & Brookfield Square Mall North Dwy, Item SPV.0060.36.

# A Description

This special provision describes removing temporary EVP equipment from the temporary traffic signal to the new permanent traffic signal as shown in the plans.

#### **B** Materials

Transfer the county-owned equipment from the temporary traffic signal to the new permanent traffic signal installation.

#### **C** Construction

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

Reinstall the EVP equipment as shown in the permanent traffic signal plans or as directed by the engineer. Program the EVP operation according to the permanent traffic signal plans and timings (provided by the county). All equipment shall be complete in place, tested, and in full operation prior to the final permanent traffic signal turn-on.

#### **D** Measurement

The department will measure Remove and Reinstall County-Furnished EVP Equipment, removed, reinstalled and completely operational, as each individual unit of work per intersection, complete in place and accepted.

# **E** Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.35	Remove & Reinstall EVP Equipment CTH O & Brookfield Square Dr	EACH
SPV.0060.36	Remove & Reinstall EVP Equipment CTH O & Brookfield Square Mall North Dwy	EACH

Payment is full compensation for removing and reinstalling all required equipment, materials, and supplies; for installing the detectors to match the plans; for programming and testing the EVP system; for cleaning up and properly disposing of waste.

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# Video Vehicle Detection System CTH O & Brookfield Square Dr, Item SPV.0060.37; Video Vehicle Detection System CTH O & Brookfield Square Mall North Dwy, Item SPV.0060.38.

# **A** Description

This specification sets forth the minimum requirements for a system that detects vehicles on a roadway using video and radar technology. Work shall consist of furnishing and installing a hybrid video/radar detector system on all travel approaches.

The hybrid detection camera system shall consist of an Iteris RZ-4 camera/radar model or approved equal, camera risers, mounting brackets and hardware, video monitor, video image processor card, power cable, and auxiliary equipment to make the hybrid video/radar detector system fully operational.

#### **B** Materials

# **B.1 System Hardware**

The hybrid video/radar detection system shall consist of one to four video/radar devices, a video/radar detection processor capable of processing from one to six detection sources, a video monitor, and a pointing device.

#### **B.2 Detection**

The video cameras used for traffic detection shall be furnished by the supplier and shall be qualified by the supplier to ensure proper system operation.

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

Radar technology shall be used as part of the same detection system to detect vehicles greater than 350 feet from the approach stop line.

# **B.3 Manufacturer Warranty**

The manufacturer / supplier shall provide a limited three-year warranty on the hybrid video/radar detection system. Refer to the supplier's standard warranty included in the Terms and Conditions of Sale documentation.

During the warranty period, technical support shall be available from the supplier via telephone within 4 hours of the time a call is made by a user, and this support shall be available from factory-certified personnel or factory-certified installers.

During the warranty period, updates to system software shall be available from the supplier without charge.

# **B.4 Coaxial Cable**

The coaxial cable to be used between the camera/radar device and the processor in the traffic cabinet shall be Belden 8281 or a 75 ohm, precision cable with 20-gauge solid bare copper conductor (9.9 ohms/M), solid polyethylene insulating dielectric, 98% (min) tinned copper double-braided shield and black polyethylene outer covering. The signal attenuation shall not exceed 0.78 dB per 100 feet at 10 MHz. Nominal outside diameter is 0.304 inches.

This cable shall be suitable for installation in conduit or overhead with the appropriate span wires. 75-ohm BNC plug connectors shall be used at both the detection device and cabinet ends. The coaxial cable, BNC connector, and crimping tool shall be approved by the supplier of the video/radar detection system, and the manufacturer's instructions must be followed to ensure proper connection.

# **B.5 Power Cable**

The power cabling shall be 16 AWG three-conductor cable with a minimum outside diameter of 0.325 inch and a maximum diameter of 0.490 inch. The power cable shall be terminated at the detection device per manufacturer's instructions and shall only require standard wire strippers and a screwdriver for installation (no special connectors or crimping tools shall be used for installation). The cabling shall comply with the National Electric Code, as well as local electrical codes. The detection device may acquire power from the luminaire, if necessary.

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#### **B.6 Detection Monitor**

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

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

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

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

Dimensions shall not exceed 9" (W) and 10" (H). Weight shall not exceed 10 pounds.

#### **C** Construction

Install the Video Vehicle Detection System (Location) according to the pertinent sections of the standard specifications and manufacturer's recommendations.

The coaxial cable and power cable shall be installed as a continuous unbroken run from the detection device to the processor

#### **D** Measurement

Video Vehicle Detection System (Location) will be measured as each individual unit, acceptably completed.

# E Payment

Video Vehicle Detection System (Location) will be paid for as measured quantities at the contract unit price under the following bid item.

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.37	Video Vehicle Detection System CTH O & Brookfield Square Dr	EACH
SPV.0060.38	Video Vehicle Detection System CTH O & Brookfield Square Mall North Dwy	EACH

Payment shall be full compensation for furnishing and installing the hybrid video/radar detection devices on signal poles or mast arms as shown on the plans; for aiming the equipment.

# 60. Remove & Reinstall Wireless Communication Equip CTH O & Brookfield Square Dr, Item SPV.0060.39;

Remove & Reinstall Wireless Communication Equip CTH O & Brkfld Sq Mall N Dwy, Item SPV.0060.40.

#### **A Description**

This special provision describes removing the wireless communication equipment from the existing traffic signal to the new permanent traffic signal as shown in the plans.

#### **B** Materials

Transfer the county-owned equipment from the existing traffic signal to the new permanent traffic signal installation.

# **C** Construction

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

Reinstall the communication equipment as shown in the permanent traffic signal plans or as directed by the engineer. All equipment shall be complete in place, tested, and in full operation prior to the final permanent traffic signal turn-on.

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#### **D** Measurement

The department will measure Remove and Reinstall County-Furnished Wireless Communication Equipment, removed, reinstalled and completely operational, as each individual unit of work per intersection, 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.0060.39	Remove & Reinstall Wireless Communication Equip CTH O & Brookfield Square Dr	EACH
SPV.0060.40	Remove & Reinstall Wireless Communication Equip CTH O & Brkfld Sq Mall N Dwy	EACH

Payment is full compensation for removing and reinstalling all required equipment, materials, and supplies; for installing the detectors to match the plans; for programming and testing the communication system; for cleaning up and properly disposing of waste.

### 61. Temporary Emergency Vehicle Preemption (EVP) System IH 94 WB On Ramp & CTH O, Item SPV.0060.41.

#### **A Description**

This special provision describes maintaining an emergency vehicle preemption system during construction at the temporary signalized intersection as shown in the plans.

#### **B** Materials

Furnish an emergency vehicle preemption system compatible with the municipality's systems and users. Contact the appropriate municipality for information to confirm the operational requirements of the temporary emergency vehicle preemption system.

#### **C** Construction

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

Install the EVP system as shown in the plans for each construction stage and according to the manufacturer's recommendations. Detectors may be mounted on the temporary traffic signal span wire or wood poles. Relocate the temporary EVP detectors to a suitable location if construction activities and/or construction staging changes impede the detector operation. Arrange for testing of equipment prior to acceptance of the installation for each construction stage.

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

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

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

Remove the temporary EVP system upon project completion.

Provide the engineer records of all EVP settings used during construction.

#### **D** Measurement

The department will measure Temporary Emergency Vehicle Preemption System 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.0060.41	Temporary Emergency Vehicle Preemption (EVP) System IH 94 WB On Ramp & CTH O	EACH

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#### 62. Remove, Salvage, & Reinstall Fiber Optic Traffic Signal Equipment, Item SPV.0060.42.

#### **A** Description

This special provision describes removing, salvaging, and reinstalling existing fiber optic traffic signal equipment according to the pertinent provisions of standard spec 204, 655, and 658 and as hereinafter provided.

#### B (Vacant)

#### **C** Construction

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

Notify the department at least five working days prior to the removal of the traffic signal equipment. Complete the removal work as soon as possible following de-energizing of the traffic signal.

Intercept and remove the fiber optic communications signal equipment, including, but not limited to: fiber cabling and fiber optic communications cabinet equipment. Safety store cabling in the nearest communication vault or other approved storage area undisturbed by construction. Deliver the fiber optic communications cabinet equipment to the West Allis Electrical Service Facility at 935 South 60th Street, West Allis, WI. Contact the department's Electrical Field Unit at (414) 266-1170 at least five working days prior to delivery to make arrangements. The cabinet equipment shall be stored by the department for the duration of the project.

Upon direction from the engineer, pick up the materials being stored at the West Allis Electrical Service Facility and re-deliver to the site. Reinstall the salvaged equipment on the proposed traffic signal.

Perform all work according to standard spec 658. The fiber optic communications equipment shall be installed and function in the same manner as the existing traffic signal.

#### **D** Measurement

The department will measure Remove, Salvage, and Reinstall Fiber Optic Traffic Signal Equipment (Location) 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.0060.42

Remove, Salvage & Reinstall Fiber Optic Traffic Signal Equipment

EACH

Payment is full compensation for removing, salvaging, transporting, and reinstalling the fiber optic traffic signal equipment.

### 63. Remove & Salvage Video Detection Equipment IH 94 WB On Ramp & CTH O, Item SPV.0060.43;

Remove & Salvage Video Detection Equipment USH 18 (Bluemound Rd) & CTH O, Item SPV.0060.44.

#### **A Description**

This special provision describes removing and salvaging existing video traffic signal detection equipment according to the pertinent provisions of standard spec 655 and 658 and as hereinafter provided.

#### B (Vacant)

#### **C** Construction

The department assumes that all equipment is in good condition and in working order prior to the contractor's removal operation. Prior to removal, inspect and provide a list of any damaged or non-working video detection equipment to the engineer.

Notify the department at least five working days prior to the removal of the equipment. Complete the removal work as soon as possible following de-energizing of the traffic signal. Store equipment in a secure location for the duration of construction.

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#### **D** Measurement

The department will measure Remove & Salvage Video Detection Equipment 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.0060.43 Remove & Salvage Video Detection Equipment EACH

IH 94 WB On Ramp & CTH O

SPV.0060.44 Remove & Salvage Video Detection Equipment EACH

USH 18 (Bluemound Rd) & CTH)

Payment is full compensation for removing, salvaging, and storing, control units, cameras, cabling, mounting brackets.

### 64. Remove & Salvage Radar Detection Equipment IH 94 WB On Ramp & CTH O, Item SPV.0060.45:

Remove & Salvage Radar Detection Equipment USH 18 (Bluemound Rd) & CTH O, Item SPV.0060.46.

#### **A Description**

This special provision describes removing and salvaging existing radar traffic signal detection equipment according to the pertinent provisions of standard specs 655 and 658 of the standard specifications and as hereinafter provided.

#### B (Vacant)

#### **C** Construction

The department assumes that all equipment is in good condition and in working order prior to the contractor's removal operation. Prior to removal, inspect and provide a list of any damaged or non-working radar detection equipment to the engineer.

Notify the department at least five working days prior to the removal of the equipment. Complete the removal work as soon as possible following de-energizing of the traffic signal. Store equipment in a secure location for the duration of construction.

#### **D** Measurement

The department will measure Remove & Salvage Radar Detection Equipment as each individual unit, acceptably completed.

#### **E** Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.45Remove & Salvage Radar Detection EquipmentEACH

IH 94 WB On Ramp & CTH O

SPV.0060.46 Remove & Salvage Radar Detection Equipment EACH

USH 18 (Bluemound Rd) & CTH O

Payment is full compensation for removing, salvaging, and storing, control units, radar detector units, cabling, mounting brackets.

#### 65. Removing Electrical Service Meter Breaker Pedestal, Item SPV.0060.47.

#### **A Description**

This special provision describes removing an existing electrical service meter breaker pedestal, disconnecting all connected power wires, and disposing of the equipment appropriately.

#### **B** Materials

Existing electrical service meter breaker pedestal.

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#### **C** Construction

Coordinate for removal of the existing electrical service meter breaker pedestal with WE Energies.

Disconnect all connected power wires, remove the pedestal and dispose of all materials properly away from the project area.

#### **D** Measurement

The department will measure Removing Electrical Service Meter Breaker Pedestal by the unit, acceptably removed.

#### E Payment

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

 ITEM NUMBER
 DESCRIPTION
 UNIT

 SPV.0060.47
 Removing Electrical Service Meter Breaker Pedestal
 EACH

Payment is full compensation for coordination with WE Energies; for disconnection of wires; for removal and disposal of the pedestal.

#### 66. Temporary Communications Vault Adjustment, Item SPV.0060.48.

#### **A** Description

This special provision describes adjusting the elevation of an existing communications vault to accommodate temporary pavement during construction staging. The special provision describes the work required at each vault location and multiple adjustments at a single vault location must be approved by the engineer. The adjustment will consist of excavating the area adjacent to the existing communications vault, removing the existing top piece of the 2-piece communications vault, removing the existing lid, covering the bottom of the existing vault with a traffic rated steel plate, and backfilling over the covered vault to enable the project roadway work over the vault.

#### **B** Materials

Materials will consist of an existing communications vault, existing HDPE ducts or multi-cell conduit, and contractor furnished traffic rated steel plate.

The existing vault is a Type 1 Communications Vault meeting the requirements of the standard specifications, and manufactured by Hubbell Power Systems, Inc.

#### **C** Construction

Prior to beginning work on the communications vault adjustment inspect the existing vault for damage.

In coordination with other construction operations, excavate a sufficient area around the communications vault to allow for completion of the necessary work. Next, remove the top half of the vault. Then place the traffic rated steel plate. Finally, backfill to appropriate level.

#### **D** Measurement

The department will measure Temporary Communications Vault Adjustment as a unit at each location, acceptably completed.

#### **E** Payment

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

ITEM NUMBER

DESCRIPTION

UNIT

SPV.0060.48

Temporary Communications Vault Adjustment

EACH

Payment is full compensation for excavating the necessary area; for furnishing and installing the traffic rated steel plate; for backfilling over the vault and plate; and for restoration of the site to allow for the subsequent construction called for in the project.

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#### 67. Final Communications Vault Adjustment, Item SPV.0060.49.

#### **A** Description

This special provision describes adjusting the elevation of an existing communications vault to match the final elevation of the area on completion of the roadway construction in the project.

This work will consist of furnishing and installing a new 2-foot vault extension and new 2-piece vault lid and backfilling and restoring the area to match the finished grade on completion of the project.

#### **B** Materials

Materials will consist of a new communications vault extension, new 2-piece communications vault lid, an existing communications vault, existing HDPE ducts or multi-cell conduit, and contractor furnished traffic rated steel plate.

The existing vault is a Type 1 Communications Vault meeting the requirements of the standard specifications, and is a Quazite vault manufactured by Hubbell Power Systems, Inc.

The new communications vault extension and 2-piece lid both must meet the requirements of the standard specifications for a Type 1 Communications Vault and must be a Quazite vault manufactured by Hubbell Power Systems, Inc., or must be interchangeable with a Quazite vault so that the existing piece and the new piece fit together properly.

#### **C** Construction

In coordination with other construction operations, excavate a sufficient area around the communications vault to allow for completion of the necessary work. Next, remove the traffic rated steel plate, and place the new vault extension on the existing vault. Finally, place the new 2-piece lid and backfill to appropriate level.

#### **D** Measurement

The department will measure Final Communications Vault Adjustment as a unit at each location, acceptably completed.

#### **E** Payment

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

ITEM NUMBER

DESCRIPTION

UNIT

SPV.0060.49

Final Communications Vault Adjustment

EACH

Payment is full compensation for excavating the necessary area; for furnishing and installing the new vault extension and lid; and for backfilling and restoring the site to match the final elevation as created by the project.

### 68. Install County-Furnished Equipment Trnsfrmr Base Breakaway 11 1/2-In Bolt Circle, Item SPV.0060.50:

Install County-Furnished Equipment Traffic Signal Standards Aluminum 15-FT, Item SPV.0060.51;

Install County-Furnished Equipment Poles Type 3, Item SPV.0060.52;

Install County-Furnished Equipment Poles Type 13, Item SPV.0060.53;

Install County-Furnished Equipment Monotube Arms 40-FT, SPV.0060.54;

Install County-Furnished Equipment Luminaire Arm Single Member 4-Inch Clamp 6-FT, Item SPV.0060.55;

Install County-Furnished Equipment Luminaire Arms Steel 10-FT, Item SPV.0060.56;

Install County-Furnished Equipment Luminaires Utility LED C, Item SPV.0060.57;

Install County-Furnished Equipment Traffic Signal Face 3S 12-Inch, Item SPV.0060.58;

Install County-Furnished Equipment Traffic Signal Face 4S 12-Inch, Item SPV.0060.59.

#### **A** Description

This special provision describes installing pre-purchased traffic signal equipment according to the pertinent provisions of standard spec 657, 658, and 659 and as hereinafter provided.

#### B (Vacant)

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#### **C** Construction

The county assumes that all equipment is in good condition and in working order prior to the contractor's installation operation. The equipment will be stored at the Waukesha County Public Works Facility at 1641 Woodburn Road in Waukesha, WI. Contact the Waukesha County DPW – Engineering Services at (262) 548-7740 at least five working days prior to delivery to make arrangements.

#### **D** Measurement

The county will measure Install County-Furnished Equipment as a unit for each location, acceptably completed.

#### E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.50	Install County-Furnished Equipment Trnsfrmr Base Breakaway 11 1/2-In Bolt Circle	EACH
SPV.0060.51	Install County-Furnished Equipment Traffic Signal Standards Aluminum 15-FT	EACH
SPV.0060.52	Install County-Furnished Equipment Poles Type 3	EACH
SPV.0060.53	Install County-Furnished Equipment Poles Type 13	EACH
SPV.0060.54	Install County-Furnished Equipment Monotube Arms 40-FT	EACH
SPV.0060.55	Install County-Furnished Equipment Luminaire Arm Single Member 4-Inch Clamp 6-FT	EACH
SPV.0060.56	Install County-Furnished Equipment Luminaire Arms Steel 10-FT	EACH
SPV.0060.57	Install County-Furnished Equipment Luminaires Utility LED C	EACH
SPV.0060.58	Install County-Furnished Equipment Traffic Signal Face 3S 12-Inch	EACH
SPV.0060.59	Install County-Furnished Equipment Traffic Signal Face 4S 12-Inch	EACH

Payment is full compensation for transporting and installing the pre-purchased signal equipment.

# 69. Posts Tubular Steel, 1 3/4-INCH x 1 3/4-INCH, - 12-FT, Item SPV.0060.60; Posts Tubular Steel, 1 3/4-INCH x 1 3/4-INCH, - 14-FT, Item SPV.0060.61; Posts Tubular Steel, 1 3/4-INCH x 1 3/4-INCH, - 16-FT, Item SPV.0060.62.

#### **A Description**

This section describes furnishing and erecting tubular steel posts to support signs

#### **B** Materials

Furnish tubular steel sign post assemblies consisting of 2 telescoping square steel tubes consisting of a breakaway upper tube for mounting the sign and an outside anchor tube.

Fabricate the tubular components using structural quality 12-gauge strip steel conforming to ASTM designation A570, grade 50 with an average minimum yield strength, after cold-forming, of 55,000 psi.

Punch holes on all 4 sides for the full length as the plans show. Provide corner radii of approximately 5/32 inches and conform to other dimensions and tolerances as follows:

COMPONENT	OUTSIDE DIMENSIONS inches	OUTSIDE DIMENSION TOLERANCE inches [1]	ALLOWABLE TWIST[2]inches/3 feet
UPPER TUBE	1.75 x 1.75	+/-0.008	+/-0.062
OUTSIDE ANCHOR TUBE	2.00 x 2.00	+/-0.008	+/-0.062

<sup>[1]</sup> Measure at least 2 inches from the ends of the tubes.

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<sup>[2]</sup> Hold one side on a flat surface plate and measure the twist at the corner 3 feet away.

Hot-dip galvanize each tube according to ASTM A 653 grade 90. Treat corner welds and cut ends with cold-galvanized organic zinc paint as manufacturer recommends.

The engineer will inspect sign post assemblies before installation. Ensure that the assemblies fit together without damaging the coatings. Replace scratched or otherwise damaged components at no expense to the department.

Furnish upper tubes fabricated to the lengths the plans show.

For all installations use a 36-inch outer tube without soil stabilization fins.

#### **C** Construction

Obtain the engineer's approval and locate all underground facilities before installing the tubular steel sign post assemblies. Install assemblies oriented to the direction of traffic as the plan details show to ensure that the system meets the yielding breakaway design requirements. Locate assemblies where the plans show or where the engineer directs. Do not install until the finished grade is established.

For installations in concrete or asphalt, use 12-inch inside diameter PVC pipe box outs. Position the PVC pipe so the top of pipe is flush with the adjacent concrete or asphalt. Install the post in the center of the box-out.

Install all anchor sections so that a length of one to 2 inches remains above the finished grade. Leave one hole of the anchor system exposed 1 inch above grade for connecting the upper tube with a 3/8-inch zinc plated corner bolt and nut.

Attach the required sign panels as the plans show or as the engineer directs. Mount the signs on the upper tube with the end 1/2 inch lower than the top of the sign. Place the entire tubular steel sign post assembly in a true vertical position and correctly align for proper visibility for the direction of traffic. Cut upper tubes to provide the sign height the plans show or the engineer directs. Treat all exposed post surfaces after installation with cold-galvanized organic zinc paint according to the manufacturer's instructions.

#### **D** Measurement

The department will measure the Posts Tubular Steel bid items as each individual post assembly, including each section and anchor, acceptably completed.

#### E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.60	Posts Tubular Steel, 1 3/4-INCH x 1 3/4-INCH - 12-FT	EACH
SPV.0060.61	Posts Tubular Steel, 1 3/4-INCH x 1 3/4-INCH - 14-FT	EACH
SPV.0060.62	Posts Tubular Steel, 1 3/4-INCH x 1 3/4-INCH - 16-FT	EACH

Payment for the Posts Tubular Steel bid items is full compensation for providing, hauling, and placing the posts; treating cut post ends; and providing hardware and anchors. The department will not pay for replacing damaged posts or upper tube cut-offs.

#### 70. Section Corner Monuments, Item SPV.0060.63.

#### 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 of the standard specifications and concrete, asphalt, topsoil or other materials depending on the surface surrounding the corner.

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#### **C** Construction

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

Contractor must excavate and completely remove the existing monument. Contractor is responsible for providing a backfilled 3 to 4 foot deep hole where existing monument was removed.

Contractor is responsible to coordinate the materials and methodology to complete the construction of the surface surrounding the monument. This may include but is not limited to a 2' x 2' "box out" or 24" diameter core hole in concrete, asphalt pavement/paving rings, coring to facilitate poured in place monuments, topsoil, seed and mulching or other materials or methodologies as agreed to by the contractor and SEWPRC.

#### **Contact Information:**

Attn: Rob Merry

Southeastern Wisconsin Regional Planning Commission

W239 N1812 Rockwood Drive

P.O. Box 1607

Waukesha, WI 53187-1607 Phone (262) 953-4289 Cell (920) 912-1036 Fax (262) 547-1103

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 NUMBERDESCRIPTIONUNITSPV.0060.63Section Corner MonumentsEACH

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, and for all coordination with SEWRPC.

#### 71. Wall Modular Block Gravity Landscape, Item SPV.0165.02.

#### **A** Description

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

#### **B** Materials

#### **B.1 Proprietary Wall Systems**

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

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

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

#### **B.2 Design Requirements**

It is the responsibility of the contractor to submit a design and supporting documentation as required by this special provision, for review and acceptance by the department, to show the proposed wall design conforms to the design specifications. The submittal shall include the following items for review: detailed plans and shop drawings, complete design calculations, explanatory notes, supporting materials, and specifications. The detailed plans and shop drawings shall include all details, dimensions, quantities and cross-sections necessary to construct the walls. Submit shop drawings to the engineer conforming to 105.2 with electronic submittal to the fabrication library under 105.2.2. Certify that shop drawings conform to quality control standards by submitting department form DT2329 with each set of shop drawings.

Department review does not relieve the contractor from responsibility for errors or omissions on shop drawings. Submit no later than 60 days from the date of notification to proceed with the project and a minimum of 30 days prior to the date proposed to begin wall construction.

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

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

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

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

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

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

The design of the wall by the contractor shall consider the internal and compound stability of the wall mass according to AASHTO LRFD 11.10.6. Internal stability shall also be considered at each block level. Calculations for factored stresses and resistances shall be based upon assumed conditions at the end of the design life. The width of the modular block (front face to back face) shall be included in the design computations and shown on the wall shop drawings. Blocks must have a minimum width of 8 inches. Block widths may vary among courses but shall consist of only a single block. Compound stability shall be computed for the applicable strength limits. Sample analyses and hand calculations shall be submitted to verify the output of any software program used. The design calculations and notes shall clearly indicate the Capacity to Demand Ratios (CDR) for all internal and external stabilities as defined in AASHTO LRFD.

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

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

Wall facing units shall be installed on a leveling pad.

#### **B.3 Wall System Components**

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

#### **B.3.1 Wall Facing**

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

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

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

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

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

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

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

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

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#### **B.3.1.1 Material Testing**

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

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

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

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

The certified test report shall include the following:

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

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

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

#### **B.3.2 Leveling Pad**

Provide an unreinforced cast-in-place concrete or base aggregate leveling pad. Use Grade A, A-FA, A-S, A-T, A-IS, A-IP, or A-IT concrete conforming to standard spec 501 as modified in standard spec 716. Provide QMP for leveling pad concrete as specified in standard spec 716, Class III Concrete. Use Base Aggregate Dense 1 1/4-Inch conforming to standard spec 305.

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

The minimum width of the base aggregate leveling pad shall be as wide as the proposed blocks plus 12-inches, and the modular blocks centered on the leveling pad. The minimum thickness of the leveling pad shall be 12-inches after compaction.

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#### **B.3.3 Backfill**

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

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

A layer of Geotextile Type "DF" (Schedule B) shall be placed vertically between the backfill and the Type

A backfill. The geotextile shall extend from the top of the leveling pad to 6 inches below the surface of the retained soil. The geotextile shall then wrap across the top of the Type A backfill to the back of block wall facing.

Backfill placed between retained soil and Type A backfill shall comply with the requirements for Granular

Backfill Grade 1 as contained in standard spec 209.2.2. The contractor may substitute Type A Backfill for Granular Backfill Grade 1.

#### **C** Construction

#### C.1 Excavation and Backfill

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

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

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

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

#### **C.2 Compaction**

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

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

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

#### C.3 Wall Components

#### C.3.1 General

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

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

#### C.3.2 Leveling Pad

Provide an unreinforced cast-in-place concrete or base aggregate leveling pad as shown on the plans. Vertical tolerances shall not exceed 3/4-inch when measured along a 10-foot straight edge. Allow the concrete to set at least 12 hours prior to placing wall facing units.

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

#### **C.4 Geotechnical Information**

Geotechnical data to be used in the design of the wall is given on the wall plan.

#### **D** Measurement

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

#### **E** Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0165.02Wall Modular Block Gravity LandscapeSF

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

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

#### 72. Shredded Hardwood Bark Mulch, Item SPV.0180.01.

#### **A** Description

This special provision describes furnishing and installing Shredded Hardwood Bark Mulch as shown on the plans, and as hereinafter provided. Minimum mulch thickness to be 3-inches.

#### **B** Materials

Shredded Hardwood Bark Mulch shall be natural, shredded hardwood bark mulch, free of growth or germination inhibiting ingredients, and shall be no larger than 4-inches in any dimension, and suitable for top dressing of planting beds. No artificial coloration shall be added.

Samples: Submit sample demonstrating color, size and properties to engineer, for approval prior to construction.

#### **C** Construction

The installation of the Shredded Hardwood Bark Mulch shall be according to the plans and details. Keep mulch minimum 2-inches away from all tree stems, woody stems and herbaceous shoots.

#### **D** Measurement

The department will measure Shredded Hardwood Bark Mulch by square yard of material furnished and placed in an acceptable manner.

#### **E** Payment

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

ITEM NUMBER

DESCRIPTION

UNIT

SPV.0180.01

Shredded Hardwood Bark Mulch

SY

Payment is full compensation for furnishing and delivering all Shredded Hardwood Bark Mulch.

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

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

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

#### I. BASIC CONCEPTS

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

- 1) On-the-Job Training, Item ASP.1T0G, ASP 1 Graduate. At the rate of \$5.00 per hour on federal aid projects when TrANS graduates are initially hired, or seasonally rehired, as unskilled laborers or the equivalent.
  - <u>Eligibility and Duration:</u> To the employing contractor, for up to 2000 hours from the point of initial hire as a TrANS program placement.
  - <u>Contract Goal:</u> To maintain the intent of the Equal Employment Opportunity program, it is a goal that \_9\_\_ (number) TrANS Graduate(s) be utilized on this contract.
- 2) On-the-Job Training, Item ASP.1T0A, ASP 1 Apprentice. At the rate of \$5.00 per hour on federal aid projects at the point when an employee who came out of the TrANS Program is subsequently entered into an apprenticeship contract in an underutilized skilled trade (this will include the Skilled Laborer Apprenticeship when that standard is implemented).

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

<u>Contract Goal:</u> To maintain the intent of the Equal Employment Opportunity program, it is a goal that <u>3</u> (number) TrANS Apprentice(s) be utilized on this contract.

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

#### II. RATIONALE AND SPECIAL NOTE

The \$5.00 per hour now being paid for TrANS placements is intended to cover the duration of two years to allow for reaching entry-level laborer status. An additional incentive, the \$5.00 rate, would promote movement into the underutilized skilled trades' apprenticeships and applies until the individual completes their apprenticeship. These incentives benefit TrANS candidates by giving them a better opportunity to enter a skilled trade; benefits contractors who will be assisted in meeting their EEO profiles and goals; and benefits the public who will see the program reinforce larger public-private employment reform in Wisconsin. The pool of TrANS graduates was created for the purpose of addressing underutilization in the skilled trades, an objective that is further reinforced by a parallel retention pilot program, known as the Companywide Reporting. Whether or not reimbursement is involved, the WisDOT reassures contractors who are in the Companywide Program that TrANS placements still contribute toward fulfilling the new hire goal of 50% women and minorities. Based on data administered by United States Department of Labor (US DOL), the highway skilled trades remain underutilized for women statewide (less than 6.9%); and for minorities in all counties (% varies by county).

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

#### III. IMPLEMENTATION

The implementation of ASP 1 is intended to cover only the amount of time it takes for underutilization to be resolved across the trades. This will be measured annually at the county and/or state levels using data administered by WisDWD in relation to goals set by the USDOL-

OFCCP. With appropriate state and federal approvals, we may also do some measurement at the company level.

It is the contractor's responsibility to note on their Certified Payrolls if their employee is a TrANS graduate or a TrANS apprentice. The District EEO Coordinators utilize the information on the Certified Payrolls to track the hours accumulated by TrANS Graduates and TrANS apprentices on WisDOT contracts. Payment under this ASP 1 is made based on the hours recorded off of the Certified Payrolls. Tracking may eventually include improved linkages with the WisDWD apprentice database, information from company and committee level sources.

TrANS is nondiscriminatory by regulation, and is a tool for optional use by contractors to address the underutilization of women and minorities as laborers and apprentices in our industry's skilled trades.

#### IV. TRANS TRAINING

As part of the contractor's equal employment opportunity affirmative action program, training shall be provided to employees enrolled in apprenticeship and on-the-job training programs as follows:

The contractor shall provide on-the-job training aimed at developing full journey workers in the type of trade or job classifications involved. In the event the contractor subcontracts a portion of the contract work, the contractor shall determine how many, if any, of the trainees are to be trained by the subcontractor provided, however, that the contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The contractor shall also insure that this training special provision is made applicable to such subcontract.

Training and upgrading of minorities and women toward journey workers status is a primary objective of this training special provision. Accordingly, the contractor shall make every effort to enroll minority trainees and women (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority trainees and women trainees); to the extent such persons are available within a reasonable area of recruitment. The contractor will be given an opportunity and will be responsible for demonstrating the steps that they have taken in pursuance thereof, prior to determination as to whether the contractor is in compliance with this training special provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee in any classification in which they have successfully completed a training course leading to journey workers status or in which they have been employed as a journey worker. The contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used, the contractor's records should document the findings in each case.

#### V. APPRENTICESHIP TRAINING

The Federal Highway Administration's (FHWA) policy is to require full use of all available training and skill improvement opportunities to assure increased participation of minority groups, disadvantaged persons and women in all phases of the highway construction industry. The FHWA On-the-Job Training (OJT) Program requires the State transportation agencies (STAs) to establish apprenticeships and training programs targeted to move women, minorities, and disadvantaged individuals into journey-level positions to ensure that a competent workforce is available to meet highway construction hiring needs, and to address the historical under-representation of members of these groups in highway construction skilled crafts.

The OJT Supportive Services (OJT/SS) Program was established in Title 23 Code of Federal Regulations (CFR), Part 230) to supplement the OJT program and support STA training programs by providing services to highway construction contractors and assistance to highway construction apprentices and trainees. The primary objectives of OJT/SS are:

- (1) To increase the overall effectiveness of the State highway agencies' approved training programs.
- (2) To seek other ways to increase the training opportunities for women, minorities, and disadvantaged individuals.

The STAs are responsible for establishing procedures, subject to the availability of Surface Transportation and Bridge Funds under 23 U.S.C. §140(b) (Nondiscrimination), for the provision of supportive services with respect to training programs approved under 23 CFR, Part 230(a) (Equal Employment Opportunity on Federal and Federal-aid Construction Contracts – including Supportive Services).

The contractor and subcontractor shall maintain records to demonstrate compliance with these apprenticeship requirements. Reasonable exemptions and modifications to and from any or all of these requirements will be determined by the Wisconsin Department of Transportation-Civil Rights Office. A request for an exemption or modification, with justification, shall be made in writing, addressed to WisDOT Civil Rights Office, 4802 Sheboygan Avenue, P.O. Box 7965, Rm. 451, Madison, WI 53707.

#### **ADDITIONAL SPECIAL PROVISION 3**

#### DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM IMPLEMENTATION

#### **Authority**

Wisconsin Department of Transportation (WisDOT) is a recipient of funds from the US Department of Transportation's Federal Highway Administration. The DBE program is a federal program applicable on all contracts administered by WisDOT that include federal-aid highway funds. The authority for the DBE program is the Transportation Bill as approved by Congress periodically. DBE program guidance and requirements are outlined in the Code of Federal Regulations at 49 CFR Part 26. This contract is subject to DBE provisions because it is financed with federal-aid-highway funds. Additionally, this contract is subject to the *State of Wisconsin Standard Specifications for Highway and Structure Construction* and all applicable contract documents.

#### Requirements

Pursuant to the federal DBE program regulation at 49 CFR Part 26, a contractor's failure to comply with any provision of the DBE program regulatory provisions will be considered a material breach of contract. This is nonnegotiable.

If a contractor fails to carry out the DBE program requirements and/or the Required Contract Provisions for Federal Aid Contracts (FHWA 1273) referenced in this document, sanctions will be assessed depending upon the facts, reasoning, severity, and remedial efforts of the contractor that may include: termination of contract, withholding payment, assessment of monetary sanctions, and/or suspension/debarment proceedings that could result in the disqualification of the contractor from bidding for a designated period of time.

- (1) The Commitment to Subcontract to DBE (Form DT1506 or digital submittal), Attachments A, and Good Faith Effort Documentation (Form DT1202) will be submitted as described in Section 2.
- (2) Any change to DBE Commitments thereafter must follow modification of DBE subcontracting commitment as described in Section 9.
- (3) The Department requires this list of DBE subcontractors from all bidders at time of bid to ensure the lowest possible cost to taxpayers and fairness to other bidders and subcontractors. Bid shopping is prohibited.
- (4) The contractor must utilize the specific DBE firms listed in the approved DBE Commitment to perform the work and/or supply the materials for which the DBE firm is listed unless the contractor obtains written consent in advance from WisDOT. The contractor will not be entitled to payment for any work or materials on the approved DBE Commitment that is not performed or supplied by the listed DBE without WisDOT's written consent.

#### Description

The Wisconsin Department of Transportation is committed to the compliant administration of the DBE Program. The DBE provisions work in tandem with FHWA 1273 and WisDOT's *Standard Specifications for Highway and Structure Construction* and *Construction and Materials Manual*. The WisDOT Secretary is signatory to assurances of department-wide compliance.

The Department assigns the contract DBE goal as a percentage of work items that could be performed by certified DBE firms on the contract. The assigned DBE goal is expressed on the bid proposal as a percentage applicable to the total contract bid amount.

(1) WisDOT identifies the assigned DBE goal in its contract advertisements and posts the contract DBE goal on the cover of the bidding proposal. The contractor can meet the assigned contract DBE goal by subcontracting work to a DBE firm or by procuring services or materials from a DBE firm.

- (2) Under the contract, the prime contractor should inform, advise, and develop participating DBE firms to be more knowledgeable contractors who are prepared to successfully complete their contractual agreement through the proactive provision of assistance in the following areas:
  - Produce accurate and complete quotes
  - Understand highway plans applicable to their work
  - Understand specifications and contract requirements applicable to their work
  - Understand contracting reporting requirements
- (3) The Department encourages contractors to assist DBE subcontractors more formally by participating in WisDOT's Business Development program as a mentor, coach, or resource. For comprehensive information on the Disadvantaged Business Enterprise Program, visit the Department's Civil Rights and Compliance Section website at: <a href="http://wisconsindot.gov/Pages/doing-bus/civil-rights/dbe/default.aspx">http://wisconsindot.gov/Pages/doing-bus/civil-rights/dbe/default.aspx</a>

#### 1. Definitions

Interpret these terms, used throughout this additional special provision, as follows:

- a. **Assigned DBE Contract Goal:** The percentage shown on the cover of the Highway Work Proposal that represents the feasible level of DBE participation for each contract. The goal is calculated using the Engineer's Estimate and DBE Interest Report. Goal assignment includes review of FHWA funds, analyzes bid items for subcontract opportunity and compatibility with DBE certified firm work codes. Additional factors considered include proximity, proportion, and regulations.
- b. **Bid Shopping:** In construction law, bid shopping is the practice of divulging a subcontractor's bid to another prospective contractor(s) before or after the award of a contract to secure a lower bid.
- c. DBE: Disadvantaged Business Enterprise A for-profit small business concern where socially and economically disadvantaged individuals own at least a 51% interest and control management and daily business operations.
- d. **DBE Commitment:** The DBE Commitment is identified in the Commitment to Subcontract to DBE (Form DT1506) and is expressed as the amount of DBE participation the prime contractor has secured. The DT1506, a contract document completed by the bidder, is required to be considered a responsive bidder on an FHWA-funded contract that has an assigned DBE goal. The prime contractor will have the option to submit the DT1506 digitally, as an entry with the bid in Bid Express, or as an attachment to the bid.
- e. **DBE Utilization:** The actual participation of a DBE subcontractor on a project. WisDOT verifies DBE utilization through review of the DBE Commitment, payments to subcontractors, and contract documentation. The Prime Contractor receives DBE credit for payments made to the DBE firms performing the work listed on the approved DBE Commitment, and those submitted after approved commitment with Attachment A.
- f. **Good Faith Effort:** Legal term describing a diligent and honest effort taken by a reasonable person under the same set of facts or circumstances. For DBE subcontracting, the bidder must show that it took all necessary and reasonable steps to achieve the assigned DBE goal by the scope, intensity, and appropriateness of effort that could reasonably be expected for a contractor to obtain sufficient DBE participation.
- g. **Manufacturer:** A firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract.

- h. **Reasonable Price:** Contractors are expected to assess reasonable price by analyzing the contract scope for DBE subcontract feasibility and comparing common line items in DBE and non-DBE subcontract quotes for the same work. Per federal regulation, reasonable price is not necessarily the lowest price.
- i. **Supplier:** A firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles, or equipment required under the contract are bought, kept in stock, and regularly sold or leased to the public.
- j. **Tied quote:** Subcontractor quote that groups multiple bid/line items at a bundled/package price with a notation that the items within the quote will not be separated.

#### 2. WisDOT DBE Program Compliance

#### a. Documentation Submittal

- The Commitment to Subcontract to DBE (Form DT1506 or digital submittal) must be submitted at the time of bid (Tuesday) by all prime contractors.
- Attachments A OR quotes from all DBEs included in the Commitment must be submitted at bid (Tuesday) OR
- Within one-hour following bid submittal by ALL prime contractors via eSubmit (Tuesday).
- If only DBE quotes were submitted, all remaining signed Attachments A must be submitted within 24-hours of bid closing via eSubmit (Wednesday).
- If the assigned DBE contract goal is not met, Documentation of Good Faith Effort (Form DT1202) and supporting documentation must be submitted within 24-hours of bid closing (Wednesday) via eSubmit. <u>Instructions for eSubmit.</u>

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

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

#### b. Verification of DBE Commitment

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

#### (1) DBE Goal Met

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

#### (2) DBE Goal Not Met

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

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

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

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

#### 3. Department's Criteria for Good Faith Effort Documentation

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

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

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

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

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

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

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

#### a. Solicitation Guidance for Prime Contractors:

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

#### b. Guidance for Evaluating DBE quotes

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

- i. Evaluation of DBE firm's ability to perform "possible items to subcontract" using legitimate reasons, including but not limited to, *a discussion* between the prime and DBE firm regarding its capabilities prior to the bid letting. If lack of capacity is the reason for not utilizing the DBE firm's quote, the prime is required to contact the DBE by phone and email regarding their ability to perform the work indicated in the UCP directory listed as their work area by NAICS code. Only the work area indicated by the NAICS code(s) listed in the UCP directory can be counted toward DBE credit. Documentation of the conversation is required.
  - In striving to meet an assigned DBE contract goal, contractors are expected to use DBE quotes that are responsive and reasonable. This includes DBE quotes that are not the low quote.
  - Additional evaluation Evaluation of DBE quotes with <u>tied bid items</u>. Typically, this type of quoting represents a cost saving but is not clearly stated as a discount. Tied quotes are usually presented as an 'all or none' quote. When non-DBE subcontractors submit tied bid items in their quotes, the DBE firm's quote may not appear competitive. In such a case, the following steps are taken in comparing the relevant quotes. These are qualitative examples:
    - i Compare bid items common to both quotes, noting the reasonableness in the price comparison.
    - ii Review quotes from other firms for the bid items not quoted by the DBE firm to see if combining both can provide the same competitive advantage that the tied bid items offered.

See Appendix D – Good Faith Effort Evaluation Measures and Appendix E - Good Faith Effort Best Practices.

- c. Requesting Good Faith Effort Evaluation At the time of bid- if the DBE goal is not met in full, the prime contractor must indicate they will file form DT1202- Documentation of Good Faith Effort within 24-hours of bid submission. Supplementary documentation of good faith effort that supports the DT1202 submission is also due within 24-hours of bid submission and prior to bid posting. Supporting documentation for the DT1202 is to include the following:
  - (1) Solicitation Documentation: The names, addresses, email addresses, and telephone numbers of DBE firms contacted along with the dates of both initial and follow-up contact; electronic copies of all written solicitations to DBE firms. A printed copy of SBN solicitation is acceptable.
  - (2) Selected Work Items Documentation: Identify economically feasible work units to be performed by DBEs to include activities such as: list of work items to be performed; breaking up of large work items into smaller tasks or quantities; flexible time frames for performance and delivery schedules.
  - Occumentation of Project Information provided to interested DBEs: A description of information provided to the DBE firms regarding the plans, specifications, and estimated quantities for portions of the work to be performed by that DBE firm.
  - (4) Documentation of Negotiation with Interested DBEs: Provide sufficient evidence to demonstrate that good faith negotiations took place. Merely sending out solicitations requesting bids from DBEs does not constitute sufficient good faith efforts.
  - (5) Documentation of Sound Reasoning for Rejecting DBEs and copies of each quote received from a DBE firm and, if rejected, copies of quotes from non-DBEs for same items.
  - (6) Documentation of Assistance to Interested DBEs- Bonding, Credit, Insurance, Equipment, Supplies/Materials
  - (7) Documentation of outreach to Minority, Women, and Community Organizations and other DBE Business Development Support: Contact organizations and agencies for assistance in contacting, recruiting, and providing support to DBE subcontractors, suppliers, manufacturers, and truckers at least 14 days before bid opening. Participate in or host activities such as networking events, mentor-protégé programs, small business development workshops, and others consistent with DBE support.

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

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

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

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

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

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

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

#### 5. Determining DBE Eligibility

#### **Directory of DBE firms**

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

#### 6. Counting DBE Participation

#### **Assessing DBE Work**

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

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

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

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

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

#### 7. Credit Evaluation for Trucking

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

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

See Section 8 for Broker credit.

#### 8. Credit Evaluation for Manufacturers, Suppliers, Brokers

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

#### a. Manufacturers

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

#### b. Regular Dealers of Material and/or Supplies

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

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

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

- (1) No portion of the cost of the materials, supplies, services themselves will count for DBE credit. However, WisDOT will evaluate the fees or commissions charged when a prime purchases materials, supplies, or services from a DBE certified firm which is neither a manufacturer nor a regular dealer, namely: brokers, packagers, manufacturers' representatives, or other persons who arrange or expedite transactions.
- (2) Brokerage fees are calculated as 10% of the purchase amount.
- (3) WisDOT may count the amount of fees or commissions charged for assistance in the procurement of the materials and supplies, fees, or transportation charges for the delivery of materials or supplies required on a job site.
- (4) Evaluation of DBE credit includes review of the contract need for the item/service, the sub-contract or invoice for the item/service, and a comparison of the fees customarily allowed for similar services to determine whether they are reasonable.

#### 9. DBE Commitment Modification Policy (Formerly "DBE Replacement Policy")

#### a. Issuing a Contract Change Order

Any changes or modifications to the contract once executed are considered contract modifications and as such require a change order. In addition, the DBE office must provide consent for reduction, termination, or replacement of subcontractors approved on the DBE Commitment *in advance* of the modification for the prime contractor to receive payment for work or supplies. Additions to the DBE Commitment do not require advance notification of the DBE office. (see below e. DBE Utilization beyond the approved DBE Commitment)

#### b. Contractor Considerations

- (1) A prime contractor cannot modify the DBE Commitment through reduction in participation, termination, or replacement of a DBE subcontractor listed on the approved DBE Commitment without prior written consent from the DBE Office. This includes, but is not limited to, instances in which a prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.
- (2) If a prime contractor reduces participation, replaces, or terminates a DBE subcontractor who has been approved for DBE credit toward its contract, the prime is required to provide documentation supporting its inability to fulfill the contractual commitment made to the Department regarding the DBE utilization.
- (3) The Prime Contractor is required to demonstrate efforts to find another DBE subcontractor to perform at least the same amount of work under the contract as the DBE subcontractor that was terminated, to the extent needed to meet the assigned DBE contract goal. When additional opportunity is available by contract modifications, the Prime Contractor must utilize DBE subcontractors that were committed to equal work items, in the original contract.
- (4) In circumstances when a DBE subcontractor fails to complete its work on the contract for any reason, or is terminated from a contract, the Prime Contractor must undertake efforts to maintain its commitment to the assigned DBE goal.
- (5) The DBE subcontractor should communicate with the Prime Contractor regarding its schedule and capacity in the context of the contract. If the DBE firm anticipates that it cannot fulfill its subcontract, they will advise the Prime Contractor and suggest a DBE subcontractor that may replace their services and provide written consent to be released from its subcontract.

- i. Before the Prime Contractor can request modification to the approved DBE Commitment, the Prime Contractor must:
  - Make every effort to fulfill the DBE Commitment by working with the listed DBE subcontractor to ensure that the firm is fully knowledgeable of the Prime Contractor's expectations for successful performance on the contract. Document these efforts in writing.
  - b. If those efforts fail, provide written notice to the DBE subcontractor of the Prime Contractor's intent to request to modify the Commitment through reduction in participation, termination, and/or replacement of the subcontractor including the reason(s) for pursuing this action.
  - c. Copy the DBE Office on all correspondence related to changing a DBE subcontractor who has been approved for DBE credit on a contract, including preparation and coordination efforts.
  - d. Clearly state the amount of time the DBE firm has to remedy and/or respond to the notice of intent to replace/terminate. The DBE must be allowed five days from the date notice was received as indicated by email time stamp or signed certified mail, to respond, in writing. EXCEPTION: The Prime Contractor must provide a verifiable reason for a response period shorter than five days. For example, a WisDOT project engineer or project manager confirms that WisDOT has eliminated an item the DBE subcontractor was contracted for.
  - e. The DBE subcontractor must acknowledge the contract modification with written response to the Prime Contractor and the DBE Office. If objecting to the subcontract modification, the DBE subcontractor must outline the basis for objection to the proposed modification, providing sound reasoning for WisDOT to reject the prime's request.

#### c. Request to Modify DBE Subcontracting Commitment

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

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

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

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

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

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

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

#### d. Evaluation and Response to the Request

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

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

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

#### e. DBE Utilization beyond the approved DBE Commitment

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

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

#### Special note on trucking

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

#### 10. Commercially Useful Function

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

#### 11. Credit Evaluation for DBE Primes

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

#### 12. Joint Venture

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

#### 13. Mentor-Protégé

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

#### 14. Use of Joint Checks

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

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

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

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

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

#### 15. Payment

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

## Appendix A Substantive Conversation Guidelines

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

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

- Determine DBE subcontractor's interest in quoting
- If response indicates inexperience with quoting- offer support/assistance to the DBE in understanding the industry including fundamentals a subcontractor needs to know, required reading and/or resources.
- Assess their interest and experience in the road construction industry by asking questions such as:
  - 1. Have you competed for other WisDOT contracts? Ratio of competed/to wins
  - 2. Have you performed on any transportation industry contracts (locally or with other states)?
  - 3. What the largest contract you've completed?
  - 4. Have you worked in the industry: apprentice, journeyman, safety, inspection etc.?
  - 5. Does this project fit into your schedule? Are you working on any contracts now?
  - 6. Have you reviewed a copy of the plans? Are you comfortable performing within the scope and quantity considerations of this contract?
  - 7. What region do you work in? Home base?
  - 8. Which line items are you considering?
  - 9. Have you read/are you familiar with WisDOT Standard Specifications? Construction Material Manual?
  - 10. Do you understand where your work fits in the project schedule, project phases?

#### Following Bid Opening- this discussion can happen at any time

- 1. After reviewing their quote, note the following in your discussion:
  - Does the quote look complete? Irregular?
  - Are there errors in the quote? Are items very high or very low?
  - In general, does the quote look competitive?
- 2. Questions and Advice for the bidder to share with the potential DBE subcontractor:
  - What line items would typically be in a competitive quote for a subcontractor of their specialty?
  - How many employees and what is their role/experience/expertise in your firm?
  - Do you have resources for labor (union member, family-based, community-resourced) and capital (banking relationship, bond agent, CPA)?
  - Where have you worked: cities, states, government, commercial, residential/private sector, etc. Explain similarities or differences.
  - Refer them to reliable, trusted, industry resources that can educate or connect them to relevant resources, education/certification resources, more appropriate contract opportunities.
  - Discussion about prime contract and subcontract liability, critical path items, contract quantities, schedule risks, and potential profit/loss (for upcoming known projects or in general).
  - Discussion of bonding, insurance, and overall business risk considerations.

# APPENDIX B Sample Contractor Solicitation Letter Page 1 This sample is provided as a guide not a requirement

#### **GFESAMPLE MEMORANDUM**

TO: DBE FIRMS

FROM: POTENTIAL PRIME CONTRACTOR OR MAJOR SUBCONTRACTOR

SUBJECT: REQUEST FOR DBE QUOTES

LET DATE & TIME

DATE: MONTH DAY YEAR
CC: DBE OFFICE ENGINEER

Our company is considering bidding on the projects indicated on the next page, as a prime and/or a subcontractor for the Wisconsin Department of Transportation Month- date -year Letting. Page 2 lists the projects and work items that we may subcontract for this letting. We are interested in obtaining subcontractor quotes for these projects and work categories. Also note that we are willing to accept quotes in areas we may be planning to perform ourselves as required by federal rules.

Please review page 2, respond whether you plan to quote, highlight the projects and work items you are interested in performing and return it via fax or email within 3 days. Plans, specifications and addenda are available through WisDOT at the DBE Support Services office or at the Highway Construction Contract Information (HCCI) site at <a href="http://roadwaystandards.dot.wi.gov/hcci/">http://roadwaystandards.dot.wi.gov/hcci/</a>

Your quote should include all of the costs required to complete the items you propose to perform including labor, equipment, material, and related bonding or insurance. The quote should note items that you are DBE certified to perform, tied items, and any special terms. Page 2, with the indicated projects and items you plan to quote, should be used as a cover sheet for your quote.

Please make every effort to have your quotes into our office by time deadline the prior to the letting date. <u>Make sure</u> the correct letting date, project ID and proposal number, unit price and extension are included in your quote. We prefer quotes be sent via SBN but prime's alternatives are acceptable. Our office hours are include hours and days.

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

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

Project Manager, John Doe, Phone:

(000) 123-4567

Email: Joe@joetheplumber.com

Fax: (000) 123- 4657

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

REQUEST FOR QUOTE

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

Again please make every effort to have your quotes into our office by time deadline prior to the letting date.

We prefer quotes be sent via SBN but prime's preferred alternatives are acceptable.

If there are further questions please direct them to the prime contractor's contact person at phone number.

#### Appendix C Small Business Network (SBN) Overview

The Small Business Network is a part of the Bid Express® service that was created to ensure that prime bidders have a centralized online location to find subs - including small and disadvantaged business enterprises (DBEs). It is available for prime bidders to use as part of their Basic Service subscription. Within the Small Business Network, **Prime Contractors** can:

#### 1. Easily select proposals, work types and items:

a. After adding applicable work types, select items that you wish to quote. Enter the sub-quote quantities and add comments, if desired. Adding or removing items and work types can be done quickly. If needed, you can save the sub-quote for later completion.

#### 2. Create sub-quotes for the subcontracting community:

- a. Create sub-quotes with ease using the intuitive sub-quote creator. In seven short steps, you can rapidly create a custom sub-quote directed to all subcontractors that bid on the applicable work types. Steps include: provide contact information and sub-quote expiration date, select letting and proposal, add work types and items, specify terms and conditions, upload attachments, and select vendors.
- b. Create a sub-quote to send to subcontractors or suppliers that lists the items in a proposal that you want quoted
- c. Create an unlimited number of sub-quotes for items you want quoted, and optionally mark them as a DBE preferred request.
- d. Add attachments to sub-quotes.

#### 3. View sub-quote requests & responses:

- a. After logging into the Bid Express service, you can quickly review all of your sub-quote requests and all unsolicited sub-quote requests from subcontractors. To simplify the Small Business Network home screen, sub-quote requests can be hidden with one click if they are not applicable.
- b. View or receive unsolicited sub-quotes that subcontractors have posted, complete with terms, conditions and pricing.

#### 4. View Record of Subcontractor Outreach Effort:

- a. For each sub-quote produced, a *Record of Subcontractor Outreach Effort* is generated that shows the response statistics for a particular sub-quote. If accepted by the letting agency, this report may serve as proof of a "Good Faith" effort in reaching out to the DBE community.
- b. Easily locate pre-qualified and certified small and disadvantaged businesses.
- c. Advertise to small and disadvantaged businesses more efficiently and cost effectively.
- d. Document your interactions with subs/DBEs by producing an Outreach Report (may be accepted as proof of DBE outreach at the discretion of each agency).

The Small Business Network is a part of the Bid Express® service that was created to ensure that small businesses have a centralized area to access information about upcoming projects. It can help small businesses learn more about opportunities, compete more effectively, network with other contractors and subcontractors, and win more jobs. **DBE firms can:** 

#### 1. View and reply to sub-quote requests from primes:

a. After logging into the Bid Express service, you can quickly review all incoming sub-quote requests and all unsolicited sub-quotes created by your company. Receive notifications by selected work type. To simplify on the Small Business Network home screen, sub-quote requests can be filtered by work types relevant to your interests or hidden with one click if they are not applicable.

#### 2. Select items when responding to sub-quote requests from primes:

- a. You have the freedom to choose and price any number of items when responding to a sub-quote request. Quantities can be modified, and per-item comments are also available.
- b. View requests for sub-quotes for work that primes have posted for projects they are bidding, add your pricing, terms, and conditions, and submit completed sub-quotes to the requesting primes. c. Add attachments to a sub-quote.

#### 3. Create and send unsolicited sub-quotes to specific contractors:

a. Create unsolicited sub-quotes with ease using the intuitive sub-quote creator. In eight short steps, you can rapidly create a custom sub-quote directed at any number of specific vendors of your choosing. Steps include: provide contact information and sub-quote expiration date, select letting and proposal, add work types and items, specify terms and conditions, upload attachments, and select vendors.

#### 4. Easily select and price items for unsolicited sub-quotes:

- a. After adding applicable work types, select items that you wish to quote. The extended price calculates automatically, cutting out costly calculation errors. Comments can be provided on a peritem basis as well.
- b. Create an unsolicited sub-quote that lists the items from a proposal that you want to quote, include pricing, terms and conditions, and send it to selected prime/plan holder.
- c. Add attachments to a sub-quote.
- d. Add unsolicited work items to sub-quotes that you are responding to.

#### 5. Easy Access to Valuable Information

- a. Receive a confirmation that your sub-quote was opened by a prime.
- b. View Bid Tab Analysis data from past bids, including the high, average and low prices of items.
- c. View important notices and publications from DOT targeted to small and disadvantaged businesses.

#### Accessing Small Business Network for WisDOT contracting opportunities

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

### **APPENDIX D**

#### Good Faith Effort Evaluation Measures by categories referenced in DBE regulations

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

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

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

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

### **GFE EVALUATION RUBRIC – PHASE 1**

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

#### GFE EVALUATION RATING LEGEND - PHASE 1 - Initial Review

**ACTIVE & AGGRESSIVE:** Demonstrated through engaged and assertive activity

QUALITY: Demonstrated through essential character of conscientious and serious activity

**QUANTITY:** Demonstrated through a measurable number of activities

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

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

#### **Rating Scale**

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

#### GFE EVALUATION - PHASE 2 - Team Review

#### **DBE Office completes:**

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

#### Excerpt from Appendix A to 49 CFR Part 26:

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

# APPENDIX E Good Faith Effort Best Practices

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

#### **Primes**

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

#### **DBE**

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

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

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

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

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

- III. The Department also strongly cautions you against requiring that a bidder meet a contract goal (i.e., obtain a specified amount of DBE participation) in order to be awarded a contract, even though the bidder makes an adequate good faith efforts showing. This rule specifically prohibits you from ignoring bona fide good faith efforts.
- IV. The following is a list of types of actions which you should consider as part of the bidder's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.
- A. (1) Conducing market research to identify small business contractors and suppliers and soliciting through all reasonable and available means the interest of all certified DBEs that have the capability to perform the work of the contract. This may include attendance at pre-bid and business matchmaking meetings and events, advertising and/or written notices, posting of Notices of Sources Sought and/or Requests for Proposals, written notices or emails to all DBEs listed in the State's directory of transportation firms that specialize in the areas of work desired (as noted in the DBE directory) and which are located in the area or surrounding areas of the project.
- (2) The bidder should solicit this interest as early in the acquisition process as practicable to allow the DBEs to respond to the solicitation and submit a timely offer for the subcontract. The bidder should determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

- B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units (for example, smaller tasks or quantities) to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces. This may include, where possible, establishing flexible timeframes for performance and delivery schedules in a manner that encourages and facilitates DBE participation.
- C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation with their offer for the subcontract.
- D. (1) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional Agreements could not be reached for DBEs to perform the work.
- (2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
- E. (1) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal. Another practice considered an insufficient good faith effort is the rejection of the DBE because its quotation for the work was not the lowest received. However, nothing in this paragraph shall be construed to require the bidder or prime contractor to accept unreasonable quotes in order to satisfy contract goals.
- (2) A prime contractor's inability to find a replacement DBE at the original price is not alone sufficient to support a finding that good faith efforts have been made to replace the original DBE. The fact that the contractor has the ability and/or desire to perform the contract work with its own forces does not relieve the contractor of the obligation to make good faith efforts to find a replacement DBE, and it is not a sound basis for rejecting a prospective replacement DBE's reasonable quote.
- F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.
- G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

H. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, State, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

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

VI. A promise to use DBEs after contract award is not considered to be responsive to the contract solicitation or to constitute good faith efforts.

[79 FR 59600, Oct. 2, 2014]

### **APPENDIX G**

(SAMPLE) Forms DT1506 and DT1202

### COMMITMENT TO SUBCONTRACT TO DBE ATTACHMENT A

#### **CONFIRMATION OF PARTICIPATION**

Project I.D.:		Prop	osal Number:			
Letting Date:						
Name of DBE Firm Participat	Name of DBE Firm Participating in this Contract:					
Name of the Prime/Subcontra	actor who hired the DBE	Firm:	(list all names of tiers if more th	nan one)		
Type of Work or Type of Mate	erial Supplied:					
Total Subcontract Value:			Total DBE Credit Value:			
			l			
		Prime	e Contractor Representative's Sigr	nature		
FOR PRIME CONTRACTORS O	ts with the participating	Prime Contractor Representative's Name (Print Name)				
DBE firm to perform the type of v material indicated above for the above.		Prime Contractor (Print Company Name)				
		Date				
		1				
FOR PARTICIPATING DBE FIR I certify that I made arrangement	ts with the Prime	Participating DBE Firm Representative's Signature & Date				
Contractor or the Hiring Contract work or supply the material indic subcontract value listed above.		Participating DBE Firm Representative's Name (Print Name)				
FOR DBE TRUCKING FIRMS ONLY: I certify that I will utilize, for DBE credit, only trucks listed		Participating DBE Firm (Print Company Name)				
on my WisDOT approved Schedule of Owned/Leased Vehicles for DBE Credit form and I will be utilizing the number of trucks as listed below.		DBE Firm's Address:				
			<u> </u>			
# Owned Trucks	# Leased Trucks		cks # DBE-Owned Leased # Non-D Trucks Lease			



#### DOCUMENTATION-OF-GOOD-FAITH-EFFORT-

Wisconsin Department of Transportation

#

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 fir this contract proposal, as demonstrated by my responses and as specified in Additiona	
l-certify-that-the-information-given-in-the-Documentation-of-Good-Faith-Efforts-is-true-and-	correct to the best-of-my-knowledge and belief.
I-further-understand-that-any-willful-falsification,-fraudulent-statement,-or-misrepresentationvolve-debarment-and/or-prosecution-under-applicable-state-(Trans-504)-and-Federal-lat	
	Colder M. others and Department to the Company of
98888	idder/Authorized Representative Signature)
	(Print-Name)
	(Title)

#### Good·Faith·Effort·-·Sample·Documentation·Logs

The sample logs below are provided as guides rather than exhaustive list. See ASP3, Appendix A for additional examples of demonstrable good faith efforts. Attach documentation for each activity listed.

Acceptable forms of documentation include copies of solicitations sent to DBEs, notes from substantive conversations and negotiations with DBEs, copies of advertisements placed, remail communications, all quotes received from DBEs and from all subcontractors who were considered alongside DBE quotes, proof of attendance at applicable networking events; flyers for events or workshops for DBEs offered by the prime, and other physical records of good faith efforts activities.

#### SOLICITATION-LOG-

Date	Activity	Name-of-DBE-Solicited	Follow-up
4/1/2020	Sent-May-Let-solicitation	Winterland · Electric	Spoke-with-Mark-Winterland-on-4/15/20-to-ask-if-
			he-would-quote-

#### SELECTED WORK-ITEMS-SOLICITED LOG

Work-Type	DBE-Firm	Contact-Person	Date	Contact·Mode
Payament Markins	ABC-Marking	Leslie·Lynch	4/1/2020	Email; phone
Pavement-Marking	#1-Marking-Co.	Mark-Smart	4/1/2020	Email;·left·VM
Flactrical	Winterland·Electric	Tabitha-Tinker	4/3/2020	Email,·left·VM
Electrical	Superstar-Wiring	Jose-Huascar	4/3/2020	Email; phone

#### INFORMATION-PROVIDED-LOG

Request- Date	DBE-Firm	Information·Requested·&·Provided	Response- Date
4/1/2020	Winterland Electric	Requested-info-on-electrical-requirements;-provided- plan-and-link-to-specs	4/3/2020
4/21/2020	Absolute-Construction	Wanted to know how and when supplies are paid for by WisDOT; referred to spec that covers stockpiling	4/21/2020

#### NEGOTIATIONS:LOG

Date	DBE-Firm	Contact·Name	Work-Type	Quotes- Rec'd?	Considere d-for- project?	If-not-selected, why?
4/12/2020	ABC-Landscape	John-Dean	Erosion-Control	Yes	No	Cannot-perform-all-items
4/17/2020	Wild-Ferns	Sandy-Lynn	Erosion-Control	Yes	Yes	
4/20/2020	#1-Marking	Mark-Smart	Electrical	Yes	Yes	

#### ASSISTANCE-LOG

Date	DBE-Firm	Contact-Person	Assistance-Provided
4/1/2020	ABC-Sawing	Jackie-Swiggle	Informed·DBE·on·how·to·obtain·bonding
4/17/2020	Supreme-Construction		Provided-contact-for-wholesale-supply- purchase

#### OUTREACH & BUSINESS DEVELOPMENT LOG

Date	Agency/Organization- Contacted	Contact-Person	Assistance Requested
4/1/2020	Women-in-Construction	LaTonya·Klein	Contact-information-for-woman-owned-suppliers
4/28/2020	WBIC	Sam-Smith	Asked-for-information-to-provide-to-DBE-regarding- financing-programs-through-WBIC

Official Form DT1202 can be found here: <a href="www.wisconsindot.gov/DBEcontracting">www.wisconsindot.gov/DBEcontracting</a>

#### ADDITIONAL SPECIAL PROVISION 4

This special provision does not limit the right of the department, prime contractor, or subcontractors at any tier to withhold payment for work not acceptably completed or work subject to an unresolved contract dispute.

#### **Payment to First-Tier Subcontractors**

Within 10 calendar days of receiving a progress payment for work completed by a subcontractor, pay the subcontractor for that work. The prime contractor may withhold payment to a subcontractor if, within 10 calendar days of receipt of that progress payment, the prime contractor provides written notification to the subcontractor and the department documenting "just cause" for withholding payment.

The prime contractor is not allowed to withhold retainage from payments due subcontractors.

#### **Payment to Lower-Tier Subcontractors**

Ensure that subcontracting agreements at all tiers provide prompt payment rights to lower-tier subcontractors that parallel those granted first-tier subcontractors in this provision.

## Additional Special Provision 6 ASP 6 - Modifications to the standard specifications

Make the following revisions to the standard specifications:

#### 415.3.16 Tolerance in Pavement Thickness

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

#### 415.3.16.1 General

(1) Construct the plan thickness or thicker. The department will accept pavement thickness based on the results of department-performed acceptance testing conforming to:

Magnetic Pulse Induction	CMM 870: ASTM E3209 WTM
Probing	CMM 870: WTP C-002
Preplacement Measurement	CMM 870: WTP C-003

#### 415.3.16.2 Pavement Units

#### 415.3.16.2.1 Basic Units

(1) Basic unit is defined as a slip formed, single lane, with a minimum lane width of 10 feet, measured, from the pavement edge to the adjacent longitudinal joint; from one longitudinal joint to the next; or between pavement edges if there is no longitudinal joint.

#### 415.3.16.2.2 Special Units

(2) Establish special units for areas of fillets, intersections, gaps, gores, shoulders, ramps, pavement lanes less than 10 feet wide and other areas not included in basic units.

#### 415.3.16.3 Test Plate Locations

(1) Place department-furnished test plates. Within 5 business days after paving, enter the sequential number and associated position data into MRS available at:

#### http://www.atwoodsystems.com/

(2) Contractor will maintain plate location markings for 10 business days after paving.

#### 415.3.16.4 Acceptance Testing

#### 415.3.16.4.1 Basic Units

#### 415.3.16.4.1.2 Magnetic Pulse Induction

- (1) The department will measure thickness within 10 business days of paving. Upon completion of the project thickness testing, the department will provide the test results to the contractor within 5 business days.
- (2) Department will establish a project reference plate at the start of each paving stage. Project reference plate will be measured before each day of testing. Department will notify the contractor of project reference plate locations before testing.
- (3) If the random plate test result falls within 80 to 50 percent pay range specified in 415.5.2, the department will measure the second plate in that unit. The department will notify the contractor immediately if the average of the 6 readings falls within the 80 to 50 percent pay range.
- (4) If an individual random plate test result is more than 1 inch thinner than contract plan thickness, the pavement is unacceptable. Department will determine limits of unacceptable pavement by performing the following:
  - The engineer will test each consecutive plate stationed ahead and behind until the thickness test result is plan thickness or greater.
  - The engineer will direct the contractor to core the hardened concrete to determine the extent of the unacceptable area. In each direction, the contractor shall take cores at points approximately 20 feet from the furthest out of specification plate towards the plate that is plan thickness of greater. Once a core is within 80 to 100 percent pay range, the coring is complete and the limits of unacceptable pavement extend from the stationing between the core test results of 80 to 100 percent payment, inclusive of all unacceptable core and plate test results.
  - The contractor shall perform coring according to AASHTO T24. The department will evaluate the results according to AASHTO T148
  - The contractor shall fill core holes with concrete or mortar.

#### 415.3.16.4.2 Special Units

#### 415.3.16.4.2.1 Magnetic Pulse Induction

- (1) The department will measure thickness within 10 business days of paving. Upon completion of the project thickness testing, the department will provide the test results to the contractor within 5 business days.
- (2) Department will establish a project reference plate at the start of each paving stage. Project reference plate will be measured before each day of testing. Department will notify the contractor of project reference plate locations before testing.
- (3) If the random plate test result falls within 80 to 50 percent pay range specified in 415.5.2, the department will measure the second plate in that unit. The department will notify the contractor immediately if the average of the 6 readings falls within the 80 to 50 percent pay range.
- (4) If an individual random plate test result is more than 1 inch thinner than contract plan thickness, the department will measure the second plate in that unit. If both plates are required to be measured, then all six thickness measurements will be averaged for that unit. If the average of the six measurements is more than 1 inch thinner than contract plan thickness, the pavement is unacceptable.

#### 415.3.16.4.2.2 Probing

- (1) The department will measure slip form special units during concrete placement. Upon completion of the project thickness testing, the department will provide the test results to the contractor within 5 business days.
- (2) Department will probe 2 random locations within the special unit. The average of the two readings will be the reported measurement for the special unit.

#### 415.3.16.4.2.3 Preplacement Measurement

- (1) The department will measure non-slip form special units before concrete placement.
- (2) Thickness corrections will be made to a conforming thickness by reshaping the base aggregate before the pavement is placed.

#### 415.5.2 Adjusting Pay for Thickness

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

(1) The department will adjust pay for pavement thickness under the Nonconforming Thickness Concrete Pavement administrative item as follows:

FOR PAVEMENT	PERCENT OF THE
THINNER THAN PLAN THICKNESS BY:	CONTRACT UNIT PRICE
> 1/4 inch but <= 1/2 inch	80
> 1/2 inch but <= 3/4 inch	60
> 3/4 inch but <= 1 inch	50

- (2) When pavement of unacceptable final thickness is determined, as specified in 415.3.16.4, the department will direct the contractor to either:
  - 1. Remove and replace unacceptable concrete pavement to the nearest joint with new concrete pavement of conforming thickness. The department will pay once for the area at the full contract price.
  - 2. If the unacceptable pavement is less than 100 LF, the department may allow the concrete to remain in place without payment for the unacceptable area.

#### 460.2.6 Recovered Asphaltic Binders

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

- (2) The contractor may replace virgin binder with recovered binder up to the maximum percentage allowed under 460.2.5 without further testing. When the design percent asphalt binder replaced exceeds the allowable limits in 460.2.5, the contractor must:
  - Document adjustments made to the mix design in the mix design submittal.
  - Submit test results that indicate the mixture's asphaltic binder meets or exceeds the upper and lower temperature grade requirements the bid item designates.
    - If only one recycled asphaltic material source is used, furnish one of the following:
      - Test results from extracted and recovered binder from the resultant mixture.
      - Blending charts that indicate the resultant mixture's high and low temperature PG as an interpolation of the percent binder replaced between the virgin binder's and the recycled asphaltic material source binder's high and low temperature PG.
    - If two or more recycled asphaltic material sources are used, furnish test results from extracted and

recovered binder from the resultant mixture.

#### 501.2.6 Water

Retitle with the following effective with the November 2021 letting:

#### 501.2.6 Mixing Water

#### 501.2.6.2 Requirements

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

(2) Water from other sources must comply with the following:

. , ,	
Acidity, maximum of 0.1N NaOH to neutralize 200 mL of water; CMM 870: WTP C-001	2 mL
Alkalinity, maximum of 0.1N HCL to neutralize 200 mL of water; CMM 870: WTP C-001	15 mL
Maximum sulphate (S0 <sub>4</sub> ); CMM 870: WTP C-001	0.05 percent
Maximum chloride; CMM 870: WTP C-001	0.10 percent
Maximum total solids; CMM 870: WTP C-001	
Organic	0.04 percent
Inorganic	0.15 percent

#### 501.3.2.4.2 Air Entrainment

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

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

#### 501.3.7.1 Slump

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

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

#### 531.5 Payment

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

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

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

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

#### 642.2.2.1 General

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

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

#### 701.3.1 General

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

TABLE 701-1 TESTING AND CERTIFICATION STANDARDS

TEST	TEST STANDARD	MINIMUM REQUIRED CERTIFICATION (any one of the certifications listed for each test)		
Random Sampling	CMM 830.9.2	Transportation Materials Sampling Technician (TMS) TMS Assistant Certified Technician (ACT-TMS) Aggregate Technician I (AGGTEC-I) AGGTEC-I Assistant Certified Technician (ACT-AGG) PCC Technician I (PCCTEC-I) PCCTEC-I Assistant Certified Technician (ACT-PCC) Grading Technician I (GRADINGTEC-I) Grading Assistant Certified Technician (ACT-GRADING)		
Sampling Aggregates	AASHTO T2 <sup>[1] [4]</sup>	TMS, ACT-TMS, AGGTECT-1, ACT-AGG		
Percent passing the No. 200 sieve	AASHTO T11 <sup>[1]</sup>			
Fine & coarse aggregate gradation	AASHTO T27 <sup>[1]</sup>	AGGTEC-I, ACT-AGG		
Aggregate moisture content	AASHTO T255 <sup>[1]</sup>	AGG 1 EC-1, AC1-AGG		
Fractured faces	ASTM D5821 <sup>[1]</sup>			
Liquid limit	AASHTO T89	Aggregate Testing for Transportation Systems (ATTS)		
Plasticity index	AASHTO T90 <sup>[3]</sup>	GRADINGTEC-I, or ACT-GRADING		
Sampling freshly mixed concrete	AASHTO R60			
Air content of fresh concrete	AASHTO T152 <sup>[2]</sup> AASHTO TP118 <sup>[5]</sup>			
Air void system of fresh concrete	AASHTO TP118 <sup>[5]</sup>	PCCTEC-1		
Concrete slump	AASHTO T119 <sup>[2]</sup>	ACT-PCC		
Concrete temperature	ASTM C1064			
Making and curing concrete specimens	AASHTO T23			
Moist curing for concrete specimens	AASHTO M201			
Concrete compressive strength	AASHTO T22			
Concrete flexural strength AASHTO		Concrete Strength Tester (CST)		
Concrete surface resistivity <sup>[2]</sup>	AASHTO T358	CST Assistant Certified Technician (ACT-CST)		
Voids in aggregate	AASHTO T19	PCCTEC-II		
Profiling		PROFILER		

<sup>[1]</sup> As modified in CMM 860.

#### 710.2 Small Quantities

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

- (1) The department defines small quantities as follows:
  - As specified in 715.1.1.2 for class I concrete.
  - Less than 50 cubic yards of class II ancillary concrete placed under a single bid item.
- (2) For contracts with only small quantities of material subject to testing, modify the requirements of 710 as follows:
  - 1. The contractor may submit an abbreviated quality control plan as allowed in 701.1.2.3.
  - 2. Provide one of the following for aggregate process control:
    - Documented previous testing dated within 120 calendar days. Provide gradation test results to the engineer before placing material.
    - Non-random start-up gradation testing.

#### 710.4 Concrete Mixes

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

(2) At least 7 business days before producing concrete, document that materials conform to 501 unless the engineer allows or individual QMP specifications provide otherwise. Include the following:

<sup>[2]</sup> As modified in CMM 870.

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

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

<sup>[5]</sup> Consolidate by rodding.

- 1. For mixes: quantities per cubic yard expressed as SSD weights and net water, water to cementitious material ratio, air content, and SAM number.
- 2. For cementitious materials and admixtures: type, brand, and source.
- 3. For aggregates: absorption, SSD bulk specific gravity, wear, soundness, freeze thaw test results if required, and air correction factor. Also include aggregate production records dated within 2 years if using those results in the design. Submit component aggregate gradations, aggregate proportions, and target combined blended aggregate gradations using the following:
  - DT2220 for combined aggregate gradations.
  - DT2221 for optimized aggregate gradations.
- 4. For optimized concrete mixtures:
  - Complete the worksheets within DT2221 according to the directions.
  - Ensure the optimized aggregate gradations and the optimized mix design conform to WisDOT specifications and pass the built-in tests within DT2221.
  - Verify slip-form mixture workability according to AASHTO TP137 and conformance to specifications through required trial batching.
  - Submit the completed DT2221 to the engineer electronically. Include the trial batch test results with the mix design submittal.

#### Replace paragraph four with the following effective with the November 2021 letting:

- (4) Prepare and submit modifications to a concrete mix to the engineer for approval 3 business days before using that modified mix. Modifications requiring the engineer's approval include changes in:
  - 1. Source of any material. For paving and barrier mixes, a source change for fly ash of the same class does not constitute a mix design change.
  - 2. Quantities of cementitious materials.
  - 3. Addition or deletion of admixtures. Minor admixture dosage adjustments required to maintain air content or slump do not require engineer review or approval.

#### 710.5.5 Strength

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

(1) Cast all 6" x 12" cylinders or all 6" x 6" x 21" beams in a set from the same sample. Do not cast more than one set of specimens from a single truckload of concrete. Mark each specimen to identify the lot and sublot or location on the project it represents.

#### 710.5.6 Aggregate Testing

Retitle and replace the entire text with the following effective with the November 2021 letting:

#### 710.5.6 Aggregate Testing During Concrete Production

#### 710.5.6.1 General

- (1) The department will accept gradation based on the results of department-performed acceptance testing.
- (2) The department and contractor will obtain samples using the same method. When belt sampling, contractor personnel shall obtain samples for the department under the direct observation of the department personnel. Contractor will define sampling method in the QMP or abbreviated QMP.

#### 710.5.6.2 Contractor Control Charts

#### 710.5.6.2.1 General

- (1) Test aggregate gradations during concrete production except as allowed for small quantities under 710.2. Required contractor testing will be performed using non-random samples.
- (2) Sample aggregates from either the conveyor belt or from the working face of the stockpiles.
- (3) Sample aggregates within 2 business days before placement for each mix design. Include this gradation on the control charts.
- (4) Report gradation test results and provide control charts to the engineer within 1 business day of obtaining the sample. Submit results to the engineer and electronically into MRS as specified in 701.1.2.7.
- (5) Conduct aggregate testing at the minimum frequency shown based on the anticipated daily cumulative plant production for each mix design. The contractor's concrete production tests can be used for the same mix design on multiple contracts.

#### TABLE 710-1 CONTRACTOR GRADATION TESTING FREQUENCY - CLASS I

DAILY PLANT PRODUCTION RATE FOR WisDOT WORK	MINIMUM FREQUENCY	
Gradation Report Before Placement		
1000 cubic yards or less	one test per day	
more than 1000 cubic yards	two tests per day	

#### TABLE 710-2 CONTRACTOR GRADATION TESTING FREQUENCY - CLASS II

MINIMUM FREQUENCY
Gradation Report Before Placement
One test per calendar week of production

#### 710.5.6.2.2 Optimized Aggregate Gradation Control Charts

- (1) Determine the complete gradation using a washed analysis for both fine and coarse aggregates. Report results for the following:
  - 1 1/2", 1", 3/4", 1/2", 3/8", #4, #8, #16, #30, #50, #100, and #200 sieves.
  - Sum of volumetric percentages retained on No. 8, No. 16, and No. 30 sieves.
  - Sum of volumetric percentages retained on No. 30, No. 50, No. 100, and No. 200 sieves.
- (2) Calculate blended aggregate gradations using the mix design batch percentages for the component aggregates. Ensure the blended aggregate gradation conforms to the volumetric percent retained of the optimized aggregate gradation limits specified in table 501-4.
- (3) Throughout the contract, construct a 4-point running average of the volumetric percent retained for each sieve to determine if the blended aggregate gradation is within the tarantula curve limits specified in table 501-4.

#### 710.5.6.2.3 Combined Aggregate Gradation Control Charts

- (1) Determine the complete gradation using a washed analysis for both fine and coarse aggregates. Report results for the 1 1/2", 1", 3/4", 1/2", 3/8", #4, #8, #16, #30, #50, #100, and #200 sieves.
- (2) Calculate blended aggregate gradations using the mix design batch percentages for the component aggregates. Ensure the blended aggregate gradation conforms to the percent passing by weight requirements of the combined aggregate gradation limits specified in table 501-4.
- (3) Throughout the contract, construct a 4-point running average of the percent passing by weight for each sieve to determine if the blended aggregate gradation is within the combined aggregate gradation limits specified in table 501-4.

#### 710.5.6.3 Department Acceptance Testing

- (1) Department testing frequency is based on the quantity of each mix design placed under each individual WisDOT contract.
- (2) The department will split each sample, test for acceptance, and retain the remainder for a minimum of 10 calendar days.
- (3) The department will obtain the sample and deliver to regional testing lab in the same day. Department will report gradation test results to the contractor within 1 business day of being delivered to the lab. Department and contractor can agree to an alternative test result reporting timeframe; alternative timeframe is required to be documented in the QMP.
- (4) Additional samples may be taken at the engineer's discretion due to change in condition.

#### **TABLE 710-3 DEPARTMENT GRADATION TESTING FREQUENCY**

CONCRETE CLASSIFICATION	MINIMUM DEPARTMENT FREQUENCY	
Class I: Pavement	1 test per placement day for first 5 days of placement. If all samples are passing, reduced frequency is applied.	
Class I. Pavement	Reduced frequency: 1 test per calendar week of placement	
Class I: Structures	test per 250 CY placed     Minimum of 1 test per substructure     Minimum of 1 test per superstructure	

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

#### 710.5.7 Corrective Action

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

#### 710.5.7.1 Optimized Aggregate Gradations

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

#### 710.5.7.2 Combined Aggregate Gradations

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

#### 715.3.1.1 General

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

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

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

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

#### 715.3.1.2.3 Lots by Cubic Yard

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

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

#### TABLE 715-1 CLASS I - LOT AND SUBLOT SIZES

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

- (2) The contractor may include sublots less than or equal to 25 percent of the standard volume in the previous sublot. For partial sublots exceeding 25 percent of the standard volume, notify the engineer who will direct additional testing to represent that partial sublot.
- (3) An undersized lot is eligible for incentive payment under 715.5 if the lot has 3 or more sublots for that lot.

#### 715.3.2 Strength Evaluation

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

#### 715.3.2.1 General

(1) The department will make pay adjustments for strength on a lot-by-lot basis using the compressive strength of contractor QC cylinders or the flexural strength of contractor QC beams.

- (2) Randomly select 2 QC specimens to test at 28 days for percent within limits (PWL). Compare the strengths of the 2 randomly selected QC specimens and determine the 28-day sublot average strength as follows:
  - If the lower strength divided by the higher strength is 0.9 or more, average the 2 QC specimens.
  - If the lower strength divided by the higher strength is less than 0.9, break one additional specimen and average the 2 higher strength specimens.

#### 715.3.2.2 Removal and Replacement

#### 715.3.2.2.1 Pavement

- (1) If a sublot strength is less than 2500 psi in compressive strength or 500 psi in flexural strength, the department may direct the contractor to core that sublot to determine its structural adequacy and whether to direct removal.
- (2) If the engineer directs coring, obtain three cores from the sublot in question. Have an HTCP-certified PCC technician I perform or observe core sampling according to AASHTO T24.
- (3) Have an independent consultant test cores according to AASHTO T24.
- (4) The department will assess concrete for removal and replacement based on a sublot-by-sublot analysis of core strength. Perform coring and testing, fill core holes with an engineer-approved non-shrink grout or concrete, and provide traffic control during coring.
- (5) The sublot pavement is conforming if the compressive strengths of all cores from the sublot are 2500 psi or greater.
- (6) The sublot pavement is nonconforming if the compressive strengths of any core from the sublot is less than 2500 psi. The department may direct removal and replacement or otherwise determine the final disposition of nonconforming material as specified in 106.5.

#### 715.3.2.2.2 Structures and Cast-in-Place Barrier

- (1) The department will evaluate the sublot for possible removal and replacement if the 28-day sublot average compressive strength is lower than f'c minus 500 psi. The value of f'c is the design stress the plans show. The department may assess further strength price reductions or require removal and replacement only after coring the sublot.
- (2) The engineer may initially evaluate the sublot strength using a non-destructive method. Based on the results of non-destructive testing, the department may accept the sublot at the previously determined pay for the lot, or direct the contractor to core the sublot.
- (3) If the engineer directs coring, obtain three cores from the sublot in question. Have an HTCP-certified PCC technician I perform or observe core sampling according to AASHTO T24. Determine core locations, subject to the engineer's approval, that do not interfere with structural steel.
- (4) Have an independent consultant test cores according to AASHTO T24.
- (5) The department will assess concrete for removal and replacement based on a sublot-by-sublot analysis of core strength. Perform coring and testing, fill core holes with an engineer-approved non-shrink grout or concrete, and provide traffic control during coring.
- (6) If the 3-core average is greater than or equal to 85 percent of f'c, and no individual core is less than 75 percent of f'c, the engineer will accept the sublot at the previously determined pay for the lot. If the 3-core average is less than 85 percent of f'c, or an individual core is less than 75 percent of f'c, the engineer may require the contractor to remove and replace the sublot. The department may direct removal and replacement or otherwise determine the final disposition of nonconforming material as specified in 106.5.

#### 715.3.3 Aggregate

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

#### 715.3.3.1 General

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

#### 715.3.3.2 Structures

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

#### 715.5 Payment

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

#### 715.5.1 General

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

ITEM NUMBER	DESCRIPTION	<u>UNIT</u>
715.0502	Incentive Strength Concrete Structures	DOL
715.0603	Incentive Strength Concrete Barrier	DOL
715.0715	Incentive Flexural Strength Concrete Pavement	DOL
715.0720	Incentive Compressive Strength Concrete Pavement	DOL

- (2) Incentive payment may be more or less than the amount the schedule of items shows.
- (3) The department will administer disincentives for strength under the Disincentive Strength Concrete Structures, Disincentive Strength Concrete Barrier, Disincentive Flexural Strength Concrete Pavement, and Disincentive Compressive Strength Concrete Pavement, administrative items.
- (4) The pay factor that is calculated from the equations in 715.5.2(2) and 715.5.3(2) will be applied to the unit costs listed below:
  - Pavement: \$45 per SY.
  - Structure: \$635 per CY.
  - Cast-in-place barrier: \$75 per LF.
- (5) 28-day strength average for a lot is the average of the individual sublot strengths within the given lot.
- (6) The department will not pay a strength incentive for concrete that is nonconforming in another specified property, for ancillary concrete accepted based on tests of class I concrete, or for high early strength concrete unless placed in pavement gaps as allowed under 715.3.1.2.2.
- (7) Submit test results to the department electronically using MRS software. The department will validate contractor data before determining pay adjustments.
- (8) All coring and testing costs under 715.3.2.2 including filling core holes and providing traffic control during coring are incidental to the contract.

#### 715.5.2 Compressive Strength

- (1) The department will measure PWL relative to strength lower specification limits as follows:
  - Compressive strength of 3700 psi for pavements.
  - Compressive strength of 4000 psi for structures and cast-in-place barrier.
- (2) The department will adjust pay for each lot using equation "Comp2022" as follows:

Percent within Limits (PWL)	Pay Factor (%)
>= 90 to 100	(1/5 x PWL) + 82
>= 85 to < 90	100
>= 50 to < 85	(5/7 x PWL) + (275/7)
< 50	50 <sup>[1]</sup>

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

#### 715.5.3 Flexural Strength

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

Percent within Limits (PWL)

>= 90 to 100

>= 85 to < 90

Pay Factor (%)

(2/5 x PWL) + 64

100

>= 50 to < 85 
$$(5/7 \times PWL) + (275/7)$$
  
< 50  $50^{[1]}$ 

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

#### **ERRATA**

#### 460.2.2.3 Aggregate Gradation Master Range

Correct errata by adding US Standard equivalent sieve sizes.

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

TABLE 460-1 AGGREGATE GRADATION MASTER RANGE AND VMA REQUIREMENTS

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

<sup>[1] 14.5</sup> for LT and MT mixes.

#### 715.5.1 General

Correct the bid item number for Incentive Compressive Strength Concrete Pavement.

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

ITEM NUMBER	<u>DESCRIPTION</u>	<u>UNIT</u>
715.0502	Incentive Strength Concrete Structures	DOL
715.0603	Incentive Strength Concrete Barrier	DOL
715.0715	Incentive Flexural Strength Concrete Pavement	DOL
715.0720	Incentive Compressive Strength Concrete Pavement	DOL

<sup>[2] 15.5</sup> for LT and MT mixes.

#### **ADDITIONAL SPECIAL PROVISION 7**

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

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

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

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

#### **ADDITIONAL SPECIAL PROVISION 9**

#### **Electronic Certified Payroll or Labor Data Submittal**

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

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

- (2) Ensure that all tiers of subcontractors, including all trucking firms, either submit their weekly certified payroll reports (contracts with federal funds) or labor data (contracts with state funds only) electronically through CRCS. These payrolls or labor data are due within seven calendar days following the close of the payroll period. Every firm providing physical labor towards completing the project is a subcontractor under this special provision.
- (3) Upon receipt of contract execution, promptly make all affected firms aware of the requirements under this special provision and arrange for them to receive CRCS training as they are about to begin their submittals. The department will provide training either in a classroom setting at one of our regional offices or by telephone. Contact Paul Ndon at (414) 438-4584 to schedule the training.
- (4) The department will reject all paper submittals for information required under this special provision. All costs for conforming to this special provision are incidental to the contract.
- (5) Firms wishing to export payroll/labor data from their computer system into CRCS should have their payroll coordinator contact Paul Ndon at <a href="mailto:paul.ndon@dot.wi.gov">paul.ndon@dot.wi.gov</a>. Not every contractor's payroll system is capable of producing export files. For details, see Section 4.8 CPR Auto Submit (Data Mapping) on pages 49-50; 66-71 of the CRCS Payroll Manual at:

https://wisconsindot.gov/Documents/doing-bus/civil-rights/labornwage/crcs-payroll-manual.pdf

### REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- Compliance with Governmentwide Suspension and Debarment Requirements
- Certification Regarding Use of Contract Funds for Lobbying

#### **ATTACHMENTS**

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

#### I. GENERAL

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

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

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

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

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

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

#### II. NONDISCRIMINATION

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

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

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

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

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

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

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

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

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

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

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

#### 6. Training and Promotion:

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

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

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

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

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

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

- a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.
- b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.
- 11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.
- a. The records kept by the contractor shall document the following:
- (1) The number and work hours of minority and nonminority group members and women employed in each work classification on the project;
  - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and
  - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;
- b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on <a href="Form FHWA-1391">Form FHWA-1391</a>. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

#### **III. NONSEGREGATED FACILITIES**

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

#### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

- b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:
  - (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
  - (ii) The classification is utilized in the area by the construction industry; and
  - (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.
  - (2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.
  - (3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

- (4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.
- c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

#### 2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federallyassisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

#### 3. Payrolls and basic records

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

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

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

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

#### 4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

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

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

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

b. Trainees (programs of the USDOL).

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

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

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

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

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

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

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

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

#### 10. Certification of eligibility.

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

### V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

#### VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

#### VII. SAFETY: ACCIDENT PREVENTION

- This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.
- 1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
- 2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).
- 3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

## IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

- 1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
- 2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

# X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

#### 1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred,"
  "suspended," "ineligible," "participant," "person," "principal,"
  and "voluntarily excluded," as used in this clause, are defined
  in 2 CFR Parts 180 and 1200. "First Tier Covered
  Transactions" refers to any covered transaction between a
  grantee or subgrantee of Federal funds and a participant (such
  as the prime or general contract). "Lower Tier Covered
  Transactions" refers to any covered transaction under a First
  Tier Covered Transaction (such as subcontracts). "First Tier
  Participant" refers to the participant who has entered into a
  covered transaction with a grantee or subgrantee of Federal
  funds (such as the prime or general contractor). "Lower Tier
  Participant" refers any participant who has entered into a
  covered transaction with a First Tier Participant or other Lower
  Tier Participants (such as subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<a href="https://www.epls.gov/">https://www.epls.gov/</a>), 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 (<a href="https://www.epls.gov/">https://www.epls.gov/</a>), which is compiled by the General Services Administration.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

# Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

- 1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
- 2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* :

## XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

- 1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

# ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

- 1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:
- a. To the extent that qualified persons regularly residing in the area are not available.
- b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
- c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.
- 2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.
- 3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.
- 4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.
- 5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

### **Non-discrimination Provisions**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- **1. Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- **2. Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- **3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
- **4. Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- **5. Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.

**6. Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

### **Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

#### **SEPTEMBER 2002**

# NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)

- 1. The Offeror's or Bidder's attention is called to the "Employment Practices" and "Equal Opportunity Clause" set forth in the Required Contract Provisions, FHWA 1273.
- 2. The goals and timetables for minority and female participation expressed in percentage terms for the contractor's aggregate work force in each trade, on all construction work in the covered area, are as follows:

## Goals for Minority Participation for Each Trade:

_County_	<u>%</u>	_County_	_%_	_County_	<u>%</u>
Adams	1.7	Iowa	1.7	Polk	2.2
Ashland	1.2	Iron	1.2	Portage	0.6
Barron	0.6	Jackson	0.6	Price	0.6
Bayfield	1.2	Jefferson	7.0	Racine	8.4
Brown	1.3	Juneau	0.6	Richland	1.7
Buffalo	0.6	Kenosha	3.0	Rock	3.1
Burnett	2.2	Kewaunee	1.0	Rusk	0.6
Calumet	0.9	La Crosse	0.9	St. Croix	2.9
Chippewa	0.5	Lafayette	0.5	Sauk	1.7
Clark	0.6	Langlade	0.6	Sawyer	0.6
Columbia	1.7	Lincoln	0.6	Shawano	1.0
Crawford	0.5	Manitowoc	1.0	Sheboygan	7.0
Dane	2.2	Marathon	0.6	Taylor	0.6
Dodge	7.0	Marinette	1.0	Trempealeau	0.6
Door	1.0	Marquette	1.7	Vernon	0.6
Douglas	1.0	Menominee	1.0	Vilas	0.6
Dunn	0.6	Milwaukee	8.0	Walworth	7.0
Eau Claire	0.5	Monroe	0.6	Washburn	0.6
Florence	1.0	Oconto	1.0	Washington	8.0
Fond du Lac	1.0	Oneida	0.6	Waukesha	8.0
Forest	1.0	Outagamie	0.9	Waupaca	1.0
Grant	0.5	Ozaukee	8.0	Waushara	1.0
Green	1.7	Pepin	0.6	Winnebago	0.9
Green Lake	1.0	Pierce	2.2	Wood	0.6

### Goals for female participation for each trade: 6.9%

These goals are applicable to all the contractor's construction work, (whether or not it is federal or federally assisted), performed in the covered area. If the contractor performs construction work in the geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The contractor's compliance with the Executive Order and the Regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order and the Regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000.00 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

As referred to in this section, the Director means:

Director Office of Federal Contract Compliance Programs Ruess Federal Plaza 310 W. Wisconsin Ave., Suite 1115 Milwaukee, WI 53202

The "Employer Identification Number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

4. As used in this notice, and in the contract resulting from solicitation, the "covered area" is the county(ies) in Wisconsin to which this proposal applies.

#### **APRIL 2013**

### ADDITIONAL FEDERAL-AID PROVISIONS

### NOTICE TO ALL BIDDERS

To report bid rigging activities call:

### 1-800-424-9071

The U.S. Department of Transportation (DOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Time. Anyone with knowledge of possible bid rigging, bidding collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

### **Effective November 2020 letting**

#### **BUY AMERICA PROVISION**

All steel and iron materials permanently incorporated in this project shall be domestic products and all manufacturing and coating processes for these materials from smelting forward in the manufacturing process must have occurred within the United States. Coating includes epoxy coating, galvanizing, painting and any other coating that protects or enhances the value of a material subject to the requirements of Buy America. The exemption of this requirement is the minimal use of foreign materials if the total cost of such material permanently incorporated in the product does not exceed one-tenth of one percent (1/10 of 1%) of the total contract cost or \$2,500.00, whichever is greater. For purposes of this paragraph, the cost is that shown to be the value of the subject products as they are delivered to the project. The contractor shall take actions and provide documentation conforming to CMM 2-28.5 to ensure compliance with this "Buy America" provision.

https://wisconsindot.gov/rdwy/cmm/cm-02-28.pdf

Upon completion of the project certify to the engineer, in writing using department form DT4567, that all steel, iron, and coating processes for steel or iron incorporated into the contract work conform to these "Buy America" provisions. Attach a list of exemptions and their associated costs to the certification form. Department form DT4567 is available at:

https://wisconsindot.gov/Documents/formdocs/dt4567.docx

1 of 1

## Cargo Preference Act Requirement

All Federal-aid projects shall comply with 46 CFR 381.7 (a) – (b) as follows:

- (a) Agreement Clauses. "Use of United States-flag vessels:"
- (1) Pursuant to Pub. L. 664 (43 U.S.C. 1241(b)) at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available.
- (2) Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a)(1) of this section shall be furnished to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590."
- (b) Contractor and Subcontractor Clauses. "Use of United States-flag vessels: The contractor agrees—"
- (1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
- (2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
- (3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

## WISCONSIN DEPARTMENT OF TRANSPORTATION DIVISION OF TRANSPORTATION AND SYSTEM DEVELOPMENT

## SUPPLEMENTAL REQUIRED CONTRACT PROVISIONS FOR PROJECTS WITH FEDERAL AID

#### I. PREVAILING WAGE RATES

The attached U.S. Department of Labor (Davis-Bacon Minimum Wage Rates) furnishes the minimum prevailing wage rates pursuant to the Davis-Bacon and Related Acts. The wage rates shown are the minimum rates required by the contract to be paid during its life, however this is not a representation that labor can be obtained at these rates. It is the responsibility of bidders to inform themselves as to the local labor conditions and prospective changes or adjustments of wage rates. No increase in the contract price will be allowed or authorized on account of the payment of wage rates in excess of those listed herein.

#### II. COVERAGE OF TRUCK DRIVERS

Truck drivers are covered by Davis-Bacon Minimum Wage Rates in the following circumstances:

- Drivers of a contractor or subcontractor for time spent working on the site
  of the work.
- Drivers of a contractor or subcontractor for time spent loading and/or unloading materials and supplies on the site of the work, if such time is not de minimis. https://www.dol.gov/whd/FOH/FOH\_Ch15.pdf
- Truck drivers transporting materials or supplies between a facility that is deemed part of the site of the work and the actual construction site.
- Truck drivers transporting portions of the building or work between a site
  established specifically for the performance of the contract where a
  significant portion of such building or work is constructed and the physical
  place where the building or work called for in the contract will remain.

Truck drivers are not covered by Davis-Bacon Minimum Wage Rates in the following circumstances:

- · Material delivery truck drivers while off the site of the work.
- Drivers of a contractor or subcontractor traveling between a Davis-Bacon job and a commercial supply facility while they are off the site of the work."
- Truck drivers whose time spent on the site of the work is de minimis, such as only a few minutes at a time merely to pick up or drop off materials or supplies.

Details are available online at:

https://www.dol.gov/whd/recovery/pwrb/Tab9.pdf https://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/trckng.aspx

### III. POSTINGS AT THE SITE OF THE WORK

In addition to the required postings furnished by the department, the contractor shall post the following in at least one conspicuous and accessible place at the site of work:

a. A copy of the contractor's Equal Employment Opportunity Policy.

All required documents shall be posted by the first day of work and be accurate and complete. Postings must be readable, in an area where they will be noticed, and maintained until the last day of work.

#### IV. RESOURCES

Required information regarding compliance with federal provisions is found in the following resources:

- · FHWA-1273 included in this contract
- U.S. Department of Labor Prevailing Wage Resource Book
- · U.S. Department of Labor Field Operations Handbook
- U.S. Code of Federal Regulations
- Any applicable law, Act, or Executive Order enacted by the federal government at the time of the letting of this contract

"General Decision Number: 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, TREMPEALEAU, AND VERNON COUNTIES

	Rates	Fringes
BRICKLAYER	\$ 35.31	24.7 7
BRWT0002-002 06/01/2020		

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

Rates Fringes

BRICKLAYER	<b>\$</b> 42 77	23 47	
BRWI0002-005 06/01/2020  ADAMS, ASHLAND, BARRON, BROWN, BLCLARK, COLUMBIA, DODGE, DOOR, DUNFOREST, GREEN LAKE, IRON, JEFFERS LINCOLN, MANITOWOC, MARATHON, MAROCONTO, ONEIDA, OUTAGAMIE, POLK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS WINNEBAGO, AND WOOD COUNTIES	IN, FLORENCE, FOI SON, KEWAUNEE, LA RINETTE, MARQUET PORTAGE, RUSK, S	ND DU LAC, ANGLADE, TE, MENOMINEE, ST CROIX, SAUK,	
	Rates	Fringes	
CEMENT MASON/CONCRETE FINISHER	\$ 36.68	23.40	
BRWI0003-002 06/01/2020			
BROWN, DOOR, FLORENCE, KEWAUNEE,	MARINETTE, AND	OCONTO COUNTIES	
	Rates	Fringes	
BRICKLAYER	\$ 35.68	24.40	
BRWI0004-002 06/01/2020			
KENOSHA, RACINE, AND WALWORTH COL	UNTIES		
	Rates	Fringes	
BRICKLAYER	\$ 39.90	25.53	
BRWI0006-002 06/01/2020			
ADAMS, CLARK, FOREST, LANGLADE, LINCOLN, MARATHON, MENOMINEE, ONEIDA, PORTAGE, PRICE, TAYLOR, VILAS AND WOOD COUNTIES			
	Rates	Fringes	
BRICKLAYER	\$ 36.60	23.48	
BRWI0007-002 06/01/2020			
GREEN, LAFAYETTE, AND ROCK COUNTI	ES		
	Rates	Fringes	
BRICKLAYER	· ·	24.72	
BRWI0008-002 06/01/2020			
MILWAUKEE, OZAUKEE, WASHINGTON, A	AND WAUKESHA COUI	NTIES	
	Rates	Fringes	
BRICKLAYER	\$ 40.75	24.32	
BRWI0011-002 06/01/2020			
CALUMET, FOND DU LAC, MANITOWOC,	AND SHEBOYGAN CO	DUNTIES	
	Pates	Eningos	

Rates

Fringes

BRICKLAYER	\$ 35.68	24.40
RRWT0010-002 06/01/2020		

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

BARRON, BAYFIELD (Eastern 2/3), BROWN, BUFFALO, BURNETT (E. of Hwy 48), CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DANE, DODGE, DOOR, DUNN, EAU CLAIRE, FLORENCE (except area bordering Michigan State Line), FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IOWA, IRON, JACKSON, JEFFERSON, JUNEAU, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE (except N.E. corner), MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE (E. of Hwys 29 & 65), POLK (E. of Hwys 35, 48 & 65), PORTAGE, PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST CROIX (E. of Hwy 65), TAYLOR, TREMPEALEAU, VERNON, VILAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
CARPENTER		
CARPENTER\$	33.56	18.00
MILLWRIGHT\$	35.08	18.35
PILEDRIVER\$	34.12	18.00

CARP0252-010 06/01/2016

ASHLAND COUNTY

	Rates	Fringes
Carpenters		
Carpenter	.\$ 33.56	18.00
Millwright	.\$ 35.08	18.35
Pile Driver	.\$ 34.12	18.00

CARP0264-003 06/01/2016

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WAUKESHA, AND WASHINGTON COUNTIES

Rates	Fringes

CARPENTER......\$ 35.78 22.11

CARP0361-004 05/01/2018

BAYFIELD (West of Hwy 63) AND DOUGLAS COUNTIES

Rates Fringes

CARPENTER.....\$ 36.15 20.43

CARP2337-001 06/01/2016

ZONE A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON

ZONE B: KENOSHA & RACINE

	Rates	Fringes
PILEDRIVERMAN		
Zone A	\$ 31.03	22.69
Zone B	\$ 31.03	22.69

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, TREMPEALEAU, VERNON, AND WASHBURN COUNTIES

	Rates	Fringes
F1+	<i>#</i> 35 00	20.00

Electricians:.....\$ 35.98 20.98

ELEC0014-007 07/05/2020

REMAINING COUNTIES

	Rates	Fringes
Teledata System Installer		
<pre>Installer/Technician</pre>	\$ 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).

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	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 ine 6 miles West of the West boundary of Oconto County), SHAWANO (Except Area North of Townships of Aniwa and Hutchins) COUNTIES

	Rates	Fringes	
ELECTRICIAN	\$ 34.77	29.75%+10.26	
* 5,50450 000 05 /00 /0004			

<sup>\*</sup> 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	
ELECATIO 004 06/01/2010			•

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 unde	er		
\$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

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ELEC0430-002 02/02/2021

RACINE COUNTY (Except Burlington Township)

Rates Fringes

Electricians:.....\$ 41.859 22.871

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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

ELEC0494-013 06/01/2021

DODGE (East of Hwy 26 including Chester Twp, excluding Emmet Twp), FOND DU LAC (Except Waupuin), MILWAUKEE, OZAUKEE, MANITOWOC (Schleswig), WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Sound & Communications		
Installer	\$ 22.39	18.80
Technician	\$ 32.49	20.26

Installation, testing, maintenance, operation and servicing of all sound, intercom, telephone interconnect, closed circuit TV systems, radio systems, background music systems, language laboratories, electronic carillion, antenna distribution systems, clock and program systems and low-voltage systems such as visual nurse call, audio/visual nurse call systems, doctors entrance register systems. Includes all wire and cable carrying audio, visual, data, light and radio frequency signals. Includes the installation of conduit, wiremold, or raceways in existing structures that have been occupied for six months or more where required for the protection of the wire or cable, but does not mean a complete conduit or raceway system. work covered does not include the installation of conduit, wiremold or any raceways in any new construction, or the installation of power supply outlets by means of which external electric power is supplied to any of the foregoing equipment or products

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	5 47.53 5 42.78 5 38.02	21.43 19.80 18.40 16.88
(5) Light Groundman Driver	30.89	16.11
(6) Groundsman		14.60

ENGI0139-005 06/01/2020

	Rates	Fringes
		_
Power Equipment Operator		
Group 1\$	41.62	23.80
Group 2\$	41.12	23.80
Group 3\$	40.62	23.80
Group 4\$	40.36	23.80
Group 5\$	40.07	23.80
Group 6\$	34.17	23.80

#### HAZARDOUS WASTE PREMIUMS:

EPA Level ""A"" protection - \$3.00 per hour EPA Level ""B"" protection - \$2.00 per hour EPA Level ""C"" protection - \$1.00 per hour

#### POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, tower cranes, and derricks with or without attachments with a lifting capacity of over 100 tons; or cranes, tower cranes, and derricks with boom, leads and/or jib lengths measuring 176 feet or longer.

GROUP 2: Cranes, tower cranes and derricks with or without attachments with a lifting capacity of 100 tons or less; or cranes, tower cranes, and derricks with boom, leads, and/or jibs lengths measuring 175 feet or under and Backhoes (excavators) weighing 130,000 lbs and over; caisson rigs;

pile driver; dredge operator; dredge engineer; Boat Pilot.

GROUP 3: Mechanic or welder - Heavy duty equipment; cranes with a lifting capacity of 25 tons or under; concrete breaker (manual or remote); vibratory/sonic concrete breaker; concrete laser screed; concrete slipform paver; concrete batch plant operator; concrete pvt. spreader heavy duty (rubber tired); concrete spreader & distributor; automatic subgrader (concrete); concrete grinder & planing machine; concrete slipform curb & gutter machine; slipform concrete placer; tube finisher; hydro blaster (10,000 psi & over); bridge paver; concrete conveyor system; concrete pump; Rotec type Conveyor; stabilizing mixer (self-propelled); shoulder widener; asphalt plant engineer; bituminious paver; bump cutter & grooving machine; milling machine; screed (bituminous paver); asphalt heater, planer & scarifier; Backhoes (excavators) weighing under 130,000 lbs; grader or motor patrol; tractor (scraper, dozer, pusher, loader); scraper - rubber tired (single or twin engine); endloader; hydraulic backhoe (tractor type); trenching machine; skid rigs; tractor, side boom (heavy); drilling or boring machine (mechanical heavy); roller over 5 tons; percussion or rotary drilling machine; air track; blaster; loading machine (conveyor); tugger; boatmen; winches & A-frames; post driver; material hoist.

GROUP 4: Greaser, roller steel (5 tons or less); roller (pneumatic tired) - self propelled; tractor (mounted or towed compactors & light equipment); shouldering machine; self- propelled chip spreader; concrete spreader; finishing machine; mechanical float; curing machine; power subgrader; joint sawer (multiple blade) belting machine; burlap machine; texturing machine; tractor endloader (rubber tired) - light; jeep digger; forklift; mulcher; launch operator; fireman, environmental burner

GROUP 5: Air compressor; power pack; vibrator hammer and extractor; heavy equipment, leadman; tank car heaters; stump chipper; curb machine operator; Concrete proportioning plants; generators; mudjack operator; rock breaker; crusher or screening plant; screed (milling machine); automatic belt conveyor and surge bin; pug mill operator; Oiler, pump (over 3 inches); Drilling Machine Tender, day light machine

GROUP 6: Off-road material hauler with or without ejector.

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IRON0008-002 06/01/2021

BROWN, CALUMET, DOOR, FOND DU LAC, KEWAUNEE, MANITOWOC, MARINETTE, OCONTO, OUTAGAMI, SHAWANO, SHEBOYGAN, AND WINNEBAGO COUNTIES:

Rates Fringes IRONWORKER.....\$ 38.77 28.15

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor

Day, Thanksgiving Day & Christmas Day.

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, Day, Thanksgiving Day & Christ		uly 4th, Labor
IRON0383-001 06/06/2021		
ADAMS, COLUMBIA, CRAWFORD, DANE, GRANT, GREENE, (Excluding S.E. t JEFFERSON, JUNEAU, LA CROSSE, LA MARQUETTE, MENOMINEE, MONROE, PO area, vicinity of Edgerton and M WAUSHARA, AND WOOD COUNTIES	ip), GREEN LAKE, FAYETTE, LANGLAD RTAGE, RICHLAND,	IOWA, E, MARATHON, ROCK (Northern
	Rates	Fringes
IRONWORKER	.\$ 37.75	27.06
IRON0498-005 06/01/2019		
GREEN (S.E. 1/3), ROCK (South of WALWORTH (S.W. 1/3) COUNTIES:	Edgerton and Mi	lton), and
	Rates	Fringes
IRONWORKER	.\$ 40.25	40.53
IRON0512-008 06/03/2019		
BARRON, BUFFALO, CHIPPEWA, CLARK PEPIN, PIERCE, POLK, RUSK, ST CR COUNTIES		
	Rates	Fringes
IRONWORKER	•	29.40
IRON0512-021 05/03/2021		
ASHLAND, BAYFIELD, BURNETT, DOUG PRICE, SAWYER, VILAS AND WASHBU		LN, ONEIDA,
	Rates	Fringes
IRONWORKER	.\$ 35.09	31.80
* LAB00113-002 06/01/2021		
MILWAUKEE AND WAUKESHA COUNTIES		
	Rates	Fringes
LABORER	d 24 40	22.26

Group 1.....\$ 31.40

22.26

Group	2\$	31.55	22.26
Group	3\$	31.75	22.26
Group	4\$	31.90	22.26
Group	5\$	32.05	22.26
Group	6\$	27.89	22.26

#### LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagperson; traffic control person

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#### OZAUKEE AND WASHINGTON COUNTIES

	Rates	Fringes
LABORER		
Group 1	\$ 30.65	22.26
Group 2	\$ 30.75	22.26
Group 3	\$ 30.80	22.26
Group 4	\$ 31.00	22.26
Group 5	\$ 30.85	22.26
Group 6	\$ 27.74	22.26

#### LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated);

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

<sup>\*</sup> LAB00113-003 06/01/2021

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#### \* LAB00113-011 06/01/2021

#### KENOSHA AND RACINE COUNTIES

	Rates	Fringes
LABORER		
Group 1	\$ 30.46	22.26
Group 2	\$ 30.61	22.26
Group 3	\$ 30.81	22.26
Group 4	\$ 30.78	22.26
Group 5	\$ 31.11	22.26
Group 6	\$ 27.60	22.26

#### LABORERS CLASSIFICATIONS:

GROUP 1: General laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagman; traffic control person

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#### LAB00140-002 06/01/2020

ADAMS, ASHLAND, BARRON, BAYFIELD, BROWN, BUFFALO, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DODGE, DOOR, DOUGLAS, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IRON, JACKSON, JUNEAU, IOWA, JEFFERSON, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE, POLK, PORTAGE, PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST. CROIX, TAYLOR, TREMPEALEAU, VERNON, VILLAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	F	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

#### LABORER CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bitminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator, Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk and Pavement); Strike Off Man

GROUP 4: Line and Grade Secialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson; Traffic Control

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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; Bituminious Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; Powderman

GROUP 6: Flagperson and Traffic Control Person

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	PAIN0106-008 (	05/	01/	'2017
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ASHLAND, BAYFIELD, BURNETT, AND DOUGLAS COUNTIES

	ı	Rates	Fringes
Painters: New:			
	Roller\$	30 33	17.27
•	Sandblast, Steel\$		17.27
Repaint	:		
Brush,	Roller\$	28.83	17.27
Spray,	Sandblast, Steel\$	29.43	17.27

<sup>\*</sup> PAIN0108-002 06/01/2021

#### RACINE COUNTY

	Rates	Fringes	
Painters:			
Brush, Roller	\$ 36.08	20.36	
Spray & Sandblast	\$ 37.52	23.27	

PAIN0259-002 05/01/2008

BARRON, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN, PIERCE, POLK, RUSK, SAWYER, ST. CROIX, AND WASHBURN COUNTIES

	Rates	Fringes
PAINTER	\$ 24.11	12.15

PAIN0259-004 05/01/2015

BUFFALO, CRAWFORD, JACKSON, LA CROSSE, MONROE, TREMPEALEAU, AND VERNON COUNTIES

	Rates	Fringes
PAINTER	.\$ 22.03	12.45

PAIN0781-002 06/01/2019

JEFFERSON, MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

F	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

Brush	<b>\$</b> 30 93	18.44

#### PREMIUM PAY:

Structural Steel, Spray, Bridges = \$1.00 additional per hour.

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#### 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

<sup>\*</sup> 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

C

	Rates	Fringes	
Painters:	\$ 25.76	13.33	
			•

PLAS0599-010 06/01/2017

	Rates	Fringes
EMENT MASON/CONCRETE FINISHER		
Area 1	\$ 39.46	17.17
Area 2 (BAC)	\$ 35.07	19.75
Area 3	\$ 35.61	19.40
Area 4	\$ 34.70	20.51
Area 5	\$ 36.27	18.73
Area 6	\$ 32.02	22.99

#### AREA DESCRIPTIONS

AREA 1: BAYFIELD, DOUGLAS, PRICE, SAWYER, AND WASHBURN COUNTIES

AREA 2: ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

AREA 3: BUFFALO, CRAWFORD, EAU CLAIRE, JACKSON, JUNEAU, LA CROSSE MONROE, PEPIN, PIERCE, RICHLAND, TREMPEALEAU, AND VERNON COUNTIES

AREA 4: MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

AREA 5: DANE, GRANT, GREEN, IOWA, LAFAYETTE, AND ROCK COUNTIES

#### AREA 6: KENOSHA AND RACINE COUNTIES

TEAM0039-001 06/01/2021

	Rates	Fringes
TRUCK DRIVER  1 & 2 Axles  3 or more Axles; Euclids, Dumptor & Articulated,	.\$ 32.57	23.81
Truck Mechanic	.\$ 32.72	23.81
WELL DRILLER	.\$ 16.52	3.70

WELDERS - Receive rate prescribed for craft performing

operation to which welding is incidental.

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)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate

(weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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- 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"

## 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

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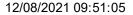
Federal ID(s): WISC 2022168, N/A

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	137.000 ID	·	
0004	201.0220 Grubbing	173.000 ID		
0006	204.0100 Removing Concrete Pavement	36,109.000 SY		
8000	204.0150 Removing Curb & Gutter	2,245.000 LF		
0010	204.0155 Removing Concrete Sidewalk	586.000 SY	<u> </u>	
0012	204.0190 Removing Surface Drains	1.000 EACH		
0014	204.0195 Removing Concrete Bases	51.000 EACH	<u>-</u>	·
0016	204.0220 Removing Inlets	18.000 EACH	<u></u>	
0018	204.0245 Removing Storm Sewer (size) 01. 12- Inch	704.000 LF	<u></u>	·
0020	204.0245 Removing Storm Sewer (size) 02. 15- Inch	598.000 LF	·	·
0022	204.0245 Removing Storm Sewer (size) 03. 18-Inch	254.000 LF		·
0024	204.0245 Removing Storm Sewer (size) 04. 36-Inch	8.000 LF		·
0026	204.0245 Removing Storm Sewer (size) 05. 42- Inch	40.000 LF		
0028	204.0246 Removing Ancillary Structure (structure) 01. S-67-15	1.000 EACH		
0030	204.9060.S Removing (item description) 01. Traffic Signals CTH O & Brookfield Square Dr	1.000 EACH	·	







## Proposal Schedule of Items

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Federal ID(s): WISC 2022168, N/A

SECTION: 0001 Roadway Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0032	204.9060.S Removing (item description) 02. Traffic Signals CTH O & Brookfield Square Mall North Dwy	1.000 EACH		
0034	204.9060.S Removing (item description) 03. Traffic Signals IH 94 WB On Ramp & CTH O	1.000 EACH	<u></u>	·
0036	204.9060.S Removing (item description) 04. Traffic Signals USH 18 & CTH O	1.000 EACH		·
0038	204.9060.S  Removing (item description) 05. Loop Detector Wire & Lead-In Cable CTH O & Brookfield Square Drive	1.000 EACH		
0040	204.9060.S  Removing (item description) 06. Loop Detector Wire & Lead-In Cable CTH O & Brookfield Sq Mall North Dwy	1.000 EACH		
0042	204.9060.S Removing (item description) 07. Inlet Covers	3.000 EACH	·	
0044	204.9060.S Removing (item description) 08. Lighting Units	6.000 EACH		
0046	204.9060.S Removing (item description) 09. Lighting Control Cabinet Base	1.000 EACH		
0048	204.9060.S Removing (item description) 10. Sign City of Brookfield	1.000 EACH		·
0050	205.0100 Excavation Common	23,760.000 CY		·
0052	206.3000 Excavation for Structures Retaining Walls (structure) 01. R-67-155	LS	LUMP SUM	
0054	206.3000 Excavation for Structures Retaining Walls (structure) 02. R-67-156	LS	LUMP SUM	
0056	208.0100 Borrow	1,099.000 CY		







## Proposal Schedule of Items

Page 3 of 20

Federal ID(s): WISC 2022168, N/A

SECTION: 0001 Roadway Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0058	210.1500 Backfill Structure Type A	958.000 TON		
0060	211.0200 Prepare Foundation for Concrete Pavement (project) 01. 2722-07-71	LS	LUMP SUM	·
0062	213.0100 Finishing Roadway (project) 01. 2722- 07-71	1.000 EACH	·	·
0064	305.0120 Base Aggregate Dense 1 1/4-Inch	9,851.000 TON		
0066	305.0130 Base Aggregate Dense 3-Inch	17,882.000 TON		
0068	415.0085 Concrete Pavement 8 1/2-Inch	28,471.000 SY		
0070	415.1085 Concrete Pavement HES 8 1/2-Inch	4,155.000 SY		<u> </u>
0072	416.0170 Concrete Driveway 7-Inch	551.000 SY		<u> </u>
0074	416.0610 Drilled Tie Bars	946.000 EACH		
0076	416.0620 Drilled Dowel Bars	112.000 EACH		
0078	450.4000 HMA Cold Weather Paving	300.000 TON		
0800	455.0605 Tack Coat	31.000 GAL		
0082	465.0120 Asphaltic Surface Driveways and Field Entrances	62.000 TON	·	·
0084	465.0125 Asphaltic Surface Temporary	2,365.000 TON		
0086	502.0110.S Concrete Masonry Soldier Pile Footings	330.000 CY		
8800	504.0500 Concrete Masonry Retaining Walls	50.000 CY		





# Proposal Schedule of Items

Page 4 of 20

Federal ID(s): WISC 2022168, N/A

SECTION: 0001 Roadway Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0090	505.0600 Bar Steel Reinforcement HS Coated Structures	5,290.000 LB	·	<u> </u>
0092	506.0605 Structural Steel HS	135,480.000 LB	·	
0094	513.8031 Railing Steel Pedestrian Type C6	1,041.000 LF		
0096	516.0500 Rubberized Membrane Waterproofing	5.000 SY	<u> </u>	·
0098	517.0600 Painting Epoxy System (structure) 01. R- 67-155	LS	LUMP SUM	
0100	517.0600 Painting Epoxy System (structure) 02. R-67-156	LS	LUMP SUM	·
0102	517.1010.S Concrete Staining (structure) 01. R-67- 155	2,593.000 SF	·	·
0104	517.1010.S Concrete Staining (structure) 02. R-67- 156	1,683.000 SF		·
0106	517.1050.S Architectural Surface Treatment (structure) 01. R-67-155	2,421.000 SF		·
0108	517.1050.S Architectural Surface Treatment (structure) 02. R-67-156	1,573.000 SF		
0110	520.8000 Concrete Collars for Pipe	9.000 EACH		
0112	531.2048 Drilling Shaft 48-Inch	23.000 LF		·
0114	531.5330 Foundation Single-Shaft Type TC-III (structure) 01. S-67-618	1.000 EACH	·	
0116	532.5330 Truss Cantilever 2-Chord Type III (structure) 01. S-67-618	1.000 EACH	·	·





# Proposal Schedule of Items

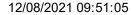
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Federal ID(s): WISC 2022168, N/A

SECTION: 0001 Roadway Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0118	542.1000.S Precast Panels for Soldier Pile Walls	5,546.000 SF		<u> </u>
0120	601.0405 Concrete Curb & Gutter 18-Inch Type A	1,944.000 LF		
0122	601.0409 Concrete Curb & Gutter 30-Inch Type A	12,104.000 LF		
0124	601.0600 Concrete Curb Pedestrian	111.000 LF		
0126	602.0410 Concrete Sidewalk 5-Inch	31,209.000 SF		
0128	602.0505 Curb Ramp Detectable Warning Field Yellow	108.000 SF	·	·
0130	602.0605 Curb Ramp Detectable Warning Field Radial Yellow	259.000 SF	·	·
0132	608.0312 Storm Sewer Pipe Reinforced Concrete Class III 12-Inch	130.000 LF		·
0134	608.0318 Storm Sewer Pipe Reinforced Concrete Class III 18-Inch	20.000 LF		·
0136	608.0342 Storm Sewer Pipe Reinforced Concrete Class III 42-Inch	40.000 LF		·
0138	608.3012 Storm Sewer Pipe Class III-A 12-Inch	699.000 LF		
0140	608.3015 Storm Sewer Pipe Class III-A 15-Inch	683.000 LF		
0142	608.3018 Storm Sewer Pipe Class III-A 18-Inch	234.000 LF		
0144	608.3036 Storm Sewer Pipe Class III-A 36-Inch	8.000 LF		
0146	611.0420 Reconstructing Manholes	3.000 EACH		





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# Proposal Schedule of Items

Proposal ID: 20220208017 Project(s): 2722-07-71, 3700-00-70 Federal ID(s): WISC 2022168, N/A

SECTION: 0001 Roadway Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0148	611.0430 Reconstructing Inlets	8.000 EACH		<u> </u>
0150	611.0612 Inlet Covers Type C	6.000 EACH	·	
0152	611.0624 Inlet Covers Type H	26.000 EACH		
0154	611.0639 Inlet Covers Type H-S	4.000 EACH		
0156	611.0651 Inlet Covers Type S	3.000 EACH		
0158	611.0666 Inlet Covers Type Z	6.000 EACH		
0160	611.1003 Catch Basins 3-FT Diameter	6.000 EACH		<u> </u>
0162	611.1004 Catch Basins 4-FT Diameter	4.000 EACH		
0164	611.1006 Catch Basins 6-FT Diameter	5.000 EACH		
0166	611.1230 Catch Basins 2x3-FT	24.000 EACH		<u> </u>
0168	611.3230 Inlets 2x3-FT	1.000 EACH		
0170	611.8110 Adjusting Manhole Covers	8.000 EACH		
0172	611.8115 Adjusting Inlet Covers	15.000 EACH	<u> </u>	
0174	611.8120.S Cover Plates Temporary	25.000 EACH		
0176	611.9710 Salvaged Inlet Covers	6.000 EACH		<u> </u>
0178	612.0106 Pipe Underdrain 6-Inch	150.000 LF		
0180	612.0406 Pipe Underdrain Wrapped 6-Inch	1,084.000 LF		





# Proposal Schedule of Items

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Federal ID(s): WISC 2022168, N/A

SECTION: 0001 Roadway Items

Proposal Line Number	Item ID  Description	Approximate Quantity and Units	Unit Price	Bid Amount
0182	618.0100 Maintenance And Repair of Haul Roads (project) 01. 2722-07-71	1.000 EACH	·	·
0184	619.1000 Mobilization	1.000 EACH	<u> </u>	·
0186	620.0300 Concrete Median Sloped Nose	628.000 SF	<u> </u>	
0188	624.0100 Water	1,230.000 MGAL	<u></u>	
0190	625.0100 Topsoil	8,768.000 SY	<u> </u>	
0192	628.1104 Erosion Bales	50.000 EACH		
0194	628.1504 Silt Fence	1,898.000 LF	<u> </u>	
0196	628.1520 Silt Fence Maintenance	1,898.000 LF		
0198	628.1905 Mobilizations Erosion Control	15.000 EACH	<u> </u>	
0200	628.1910  Mobilizations Emergency Erosion Control	6.000 EACH	<u> </u>	
0202	628.7005 Inlet Protection Type A	60.000 EACH	<u> </u>	
0204	628.7010 Inlet Protection Type B	3.000 EACH	<u></u>	
0206	628.7015 Inlet Protection Type C	92.000 EACH		
0208	628.7020 Inlet Protection Type D	7.000 EACH	<u></u>	<u></u>
0210	628.7555 Culvert Pipe Checks	1.000 EACH		
0212	631.0300 Sod Water	234.000 MGAL	<u></u>	





# Proposal Schedule of Items

Page 8 of 20

Federal ID(s): WISC 2022168, N/A

SECTION: 0001 Roadway Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0214	631.1000 Sod Lawn	10,438.000 SY	·	<u> </u>
0216	636.0050.S Foundation Drilling (diameter) 01. 30- Inch Diameter	1,810.000 LF	<u>-</u>	·
0218	637.2210 Signs Type II Reflective H	482.040 SF		
0220	637.2215 Signs Type II Reflective H Folding	82.880 SF		
0222	637.2220 Signs Type II Reflective SH	52.500 SF		
0224	637.2230 Signs Type II Reflective F	36.000 SF		
0226	638.2602 Removing Signs Type II	99.000 EACH		
0228	638.3000 Removing Small Sign Supports	51.000 EACH		
0230	642.5001 Field Office Type B	1.000 EACH		
0232	643.0300 Traffic Control Drums	68,179.000 DAY		·
0234	643.0420 Traffic Control Barricades Type III	10,944.000 DAY		
0236	643.0500 Traffic Control Flexible Tubular Marker Posts	950.000 EACH		·
0238	643.0600 Traffic Control Flexible Tubular Marker Bases	950.000 EACH		
0240	643.0705 Traffic Control Warning Lights Type A	21,888.000 DAY	·	
0242	643.0715 Traffic Control Warning Lights Type C	4,547.000 DAY		
0244	643.0800 Traffic Control Arrow Boards	142.000 DAY		







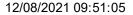
Page 9 of 20

Federal ID(s): WISC 2022168, N/A

SECTION: 0001 Roadway Items

Proposal Line Number	Item ID  Description	Approximate Quantity and Units	Unit Price	Bid Amount
0246	643.0900 Traffic Control Signs	36,427.000 DAY		<u> </u>
0248	643.0920 Traffic Control Covering Signs Type II	1.000 EACH		<del></del>
0250	643.1000 Traffic Control Signs Fixed Message	482.000 SF	<u>-</u>	
0252	643.1050 Traffic Control Signs PCMS	252.000 DAY	·	
0254	643.5000 Traffic Control	1.000 EACH	<u>-</u>	·
0256	644.1410 Temporary Pedestrian Surface Asphalt	275.000 SF	·	
0258	644.1420 Temporary Pedestrian Surface Plywood	175.000 SF	<u> </u>	<u> </u>
0260	644.1601 Temporary Pedestrian Curb Ramp	70.000 DAY	<u> </u>	
0262	644.1810 Temporary Pedestrian Barricade	3,390.000 LF	<u></u>	<u> </u>
0264	645.0111 Geotextile Type DF Schedule A	100.000 SY		
0266	645.0120 Geotextile Type HR	150.000 SY	<u></u>	<u> </u>
0268	645.0220 Geogrid Type SR	13,412.000 SY	<u></u>	
0270	646.1020 Marking Line Epoxy 4-Inch	11,635.000 LF	<u></u>	<u> </u>
0272	646.3020 Marking Line Epoxy 8-Inch	4,231.000 LF	<u></u>	
0274	646.5020 Marking Arrow Epoxy	30.000 EACH	<u> </u>	
0276	646.5120 Marking Word Epoxy	9.000 EACH	<u></u>	<u></u>
0278	646.6120 Marking Stop Line Epoxy 18-Inch	441.000 LF		







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Federal ID(s): WISC 2022168, N/A

SECTION: 0001 Roadway Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0280	646.6220 Marking Yield Line Epoxy 18-Inch	6.000 EACH		
0282	646.7120 Marking Diagonal Epoxy 12-Inch	193.000 LF	·	
0284	646.7420 Marking Crosswalk Epoxy Transverse Line 6-Inch	1,060.000 LF	·	<u> </u>
0286	646.8220 Marking Island Nose Epoxy	14.000 EACH	·	
0288	646.9000 Marking Removal Line 4-Inch	2,870.000 LF		
0290	646.9010 Marking Removal Line Water Blasting 4- Inch	1,570.000 LF	·	<u> </u>
0292	646.9100 Marking Removal Line 8-Inch	2,510.000 LF	·	
0294	646.9110 Marking Removal Line Water Blasting 8- Inch	1,470.000 LF		
0296	646.9200 Marking Removal Line Wide	110.000 LF		
0298	646.9210 Marking Removal Line Water Blasting Wide	130.000 LF		
0300	646.9300 Marking Removal Special Marking	29.000 EACH	·	·
0302	646.9310 Marking Removal Special Marking Water Blasting	13.000 EACH		
0304	649.0150 Temporary Marking Line Removable Tape 4-Inch	48,330.000 LF	·	
0306	649.0250 Temporary Marking Line Removable Tape 8-Inch	7,530.000 LF	<u>.</u>	
0308	649.0550 Temporary Marking Arrow Removable Tape	10.000 EACH	·	







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Federal ID(s): WISC 2022168, N/A

SECTION: 0001 Roadway Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0310	649.0850 Temporary Marking Stop Line Removable Tape 18-Inch	470.000 LF	·	·
0312	650.4000 Construction Staking Storm Sewer	40.000 EACH		
0314	650.4500 Construction Staking Subgrade	6,992.000 LF		·
0316	650.6500 Construction Staking Structure Layout (structure) 01. R-67-155	LS	LUMP SUM	
0318	650.6500 Construction Staking Structure Layout (structure) 01. R-67-156	LS	LUMP SUM	
0320	650.6500 Construction Staking Structure Layout (structure) 01. S-67-618	LS	LUMP SUM	
0322	650.7000 Construction Staking Concrete Pavement	6,992.000 LF	<del></del>	
0324	650.8500 Construction Staking Electrical Installations (project) 01. 2722-07-71	LS	LUMP SUM	
0326	650.9000 Construction Staking Curb Ramps	11.000 EACH		
0328	650.9910 Construction Staking Supplemental Control (project) 01. 2722-07-71	LS	LUMP SUM	
0330	650.9920 Construction Staking Slope Stakes	6,992.000 LF	·	·
0332	652.0125 Conduit Rigid Metallic 2-Inch	15.000 LF	·	
0334	652.0225 Conduit Rigid Nonmetallic Schedule 40 2-Inch	5,190.000 LF	<u> </u>	·
0336	652.0235 Conduit Rigid Nonmetallic Schedule 40 3-Inch	3,487.000 LF		·







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Federal ID(s): WISC 2022168, N/A

SECTION: 0001 Roadway Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0338	652.0605 Conduit Special 2-Inch	150.000 LF		
0340	652.0800 Conduit Loop Detector	918.000 LF		<u> </u>
0342	653.0135 Pull Boxes Steel 24x36-Inch	12.000 EACH	·	<u> </u>
0344	653.0140 Pull Boxes Steel 24x42-Inch	31.000 EACH	<u>-</u>	<del></del>
0346	653.0900 Adjusting Pull Boxes	2.000 EACH		<del></del>
0348	653.0905 Removing Pull Boxes	32.000 EACH		
0350	654.0101 Concrete Bases Type 1	19.000 EACH	<u> </u>	
0352	654.0102 Concrete Bases Type 2	8.000 EACH		
0354	654.0105 Concrete Bases Type 5	17.000 EACH	<u> </u>	
0356	654.0110 Concrete Bases Type 10	2.000 EACH		
0358	654.0113 Concrete Bases Type 13	2.000 EACH		
0360	654.0120 Concrete Bases Type 10-Special	2.000 EACH		
0362	654.0217 Concrete Control Cabinet Bases Type 9 Special	2.000 EACH	·	·
0364	654.0230 Concrete Control Cabinet Bases Type L30	1.000 EACH	·	<u></u>
0366	655.0230 Cable Traffic Signal 5-14 AWG	1,598.000 LF		
0368	655.0240 Cable Traffic Signal 7-14 AWG	1,726.000 LF	<u></u>	<u> </u>







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Federal ID(s): WISC 2022168, N/A

SECTION: 0001 Roadway Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0370	655.0260 Cable Traffic Signal 12-14 AWG	5,401.000 LF		
0372	655.0270 Cable Traffic Signal 15-14 AWG	198.000 LF		<u> </u>
0374	655.0280 Cable Traffic Signal 19-14 AWG	213.000 LF		
0376	655.0320 Cable Type UF 2-10 AWG Grounded	2,861.000 LF	<u> </u>	
0378	655.0515 Electrical Wire Traffic Signals 10 AWG	5,506.000 LF		
0380	655.0610 Electrical Wire Lighting 12 AWG	5,640.000 LF		
0382	655.0620 Electrical Wire Lighting 8 AWG	3,758.000 LF		
0384	655.0625 Electrical Wire Lighting 6 AWG	15,417.000 LF		
0386	655.0700 Loop Detector Lead In Cable	4,183.000 LF		
0388	655.0800 Loop Detector Wire	2,334.000 LF		·
0390	655.0900 Traffic Signal EVP Detector Cable	1,200.000 LF		
0392	656.0200 Electrical Service Meter Breaker Pedestal (location) 01. CTH O & Brookfield Square Drive	LS	LUMP SUM	<u></u>
0394	656.0200 Electrical Service Meter Breaker Pedestal (location) 02. CTH O & Brookfield Square Mall Entrance	LS	LUMP SUM	<u> </u>
0396	657.0100 Pedestal Bases	19.000 EACH		
0398	657.0255 Transformer Bases Breakaway 11 1/2- Inch Bolt Circle	7.000 EACH	·	







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Federal ID(s): WISC 2022168, N/A

SECTION: 0001 Roadway Items

Proposal Line Number	Item ID  Description	Approximate Quantity and Units	Unit Price	Bid Amount
0400	657.0310 Poles Type 3	7.000 EACH		·
0402	657.0345 Poles Type 9	1.000 EACH		
0404	657.0350 Poles Type 10	1.000 EACH		<u> </u>
0406	657.0352 Poles Type 10-Special	2.000 EACH		
0408	657.0360 Poles Type 13	1.000 EACH	·	
0410	657.0405 Traffic Signal Standards Aluminum 3.5- FT	1.000 EACH	<del>.</del>	·
0412	657.0420 Traffic Signal Standards Aluminum 13-FT	10.000 EACH	·	·
0414	657.0425 Traffic Signal Standards Aluminum 15-FT	4.000 EACH		
0416	657.0430 Traffic Signal Standards Aluminum 10-FT	3.000 EACH		
0418	657.0530 Monotube Arms 30-FT	2.000 EACH		<u> </u>
0420	657.0546 Monotube Arms 45-FT-Special	1.000 EACH		<u></u> .
0422	657.0555 Monotube Arms 55-FT	2.000 EACH		<u></u> .
0424	657.0609 Luminaire Arms Single Member 4-Inch Clamp 6-FT	9.000 EACH	·	
0426	657.0810 Luminaire Arms Steel 10-FT	4.000 EACH	<u> </u>	<u> </u>
0428	658.0173 Traffic Signal Face 3S 12-Inch	31.000 EACH		<u></u>
0430	658.0174 Traffic Signal Face 4S 12-Inch	7.000 EACH		·





# Proposal Schedule of Items

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Federal ID(s): WISC 2022168, N/A

SECTION: 0001 Roadway Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0432	658.0416 Pedestrian Signal Face 16-Inch	10.000 EACH		
0434	658.0500 Pedestrian Push Buttons	14.000 EACH		
0436	658.5069 Signal Mounting Hardware (location) 01. CTH O & Brookfield Square Drive	LS	LUMP SUM	
0438	658.5069 Signal Mounting Hardware (location) 02. CTH O & Brookfield Square Mall North Dwy	LS	LUMP SUM	
0440	658.5069 Signal Mounting Hardware (location) 03. IH 94 WB On Ramp & CTH O	LS	LUMP SUM	
0442	658.5069 Signal Mounting Hardware (location) 04. USH 18 (Bluemound Rd) & CTH O	LS	LUMP SUM	·
0444	659.1125 Luminaires Utility LED C	12.000 EACH		
0446	661.0200 Temporary Traffic Signals for Intersections (location) 01. CTH O & Brookfield Square Drive	LS	LUMP SUM	
0448	661.0200 Temporary Traffic Signals for Intersections (location) 02. CTH O & Brookfield Square Mall North Dwy	LS	LUMP SUM	
0450	661.0200 Temporary Traffic Signals for Intersections (location) 03. IH 94 WB On Ramp & CTH O	LS	LUMP SUM	·
0452	670.0100 Field System Integrator	LS	LUMP SUM	
0454	670.0200 ITS Documentation	LS	LUMP SUM	
0456	674.0300 Remove Cable	6,318.000 LF		
0458	674.0400 Reinstall Cable	1,721.000 LF		







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Federal ID(s): WISC 2022168, N/A

SECTION: 0001 Roadway Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0460	678.0036 Install Fiber Optic Cable Outdoor Plant 36-CT	1,720.000 LF		·
0462	678.0300 Fiber Optic Splice	80.000 EACH	·	
0464	678.0500 Communication System Testing	LS	LUMP SUM	
0466	690.0150 Sawing Asphalt	481.000 LF	<u> </u>	
0468	690.0250 Sawing Concrete	3,618.000 LF	<u> </u>	<u></u>
0470	715.0720 Incentive Compressive Strength Concrete Pavement	9,788.000 DOL	1.00000	9,788.00
0472	740.0440 Incentive IRI Ride	7,872.000 DOL	1.00000	7,872.00
0474	ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR	2,400.000 HRS	5.00000	12,000.00
0476	ASP.1T0G On-the-Job Training Graduate at \$5.00/HR	4,320.000 HRS	5.00000	21,600.00
0478	SPV.0060 Special 01. Traffic Signal Controller & Cabinet CTH O & Brookfield Square Dr	1.000 EACH		·
0480	SPV.0060 Special 02. Traffic Signal Controller & Cabinet CTH O & Brookfield Sq Mall North Dwy	1.000 EACH	<u> </u>	
0482	SPV.0060 Special 03. Expose Existing Utility	4.000 EACH		
0484	SPV.0060 Special 05. Removing, Salvaging, & Reinstalling Light Poles, Luminaires, and Arms	17.000 EACH		
0486	SPV.0060 Special 10. Removing, Salvaging, &Reinstalling Electrical Service Meter Breaker Pedestal	1.000 EACH	<u> </u>	<u>.</u>





# Proposal Schedule of Items

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Federal ID(s): WISC 2022168, N/A

SECTION: 0001 Roadway Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0488	SPV.0060 Special 11. Removing, Salvaging, &Reinstalling Lighting Control Cabinet 120/240 30-Inch	1.000 EACH	<u></u>	<u>-</u>
0490	SPV.0060 Special 13. Adjust Sanitary Sewer Manhole	4.000 EACH		
0492	SPV.0060 Special 14. Sanitary Manhole Seal	6.000 EACH		·
0494	SPV.0060 Special 15. Sanitary Manhole Frame and Casting	1.000 EACH	·	·
0496	SPV.0060 Special 16. Reconstruct Sanitary Sewer Manhole	1.000 EACH	·	·
0498	SPV.0060 Special 17. Adjust Water Valve Box	9.000 EACH	·	·
0500	SPV.0060 Special 18. Replace Sanitary Sewer Manhole	1.000 EACH		·
0502	SPV.0060 Special 31. Temporary Vehicle Detection CTH O & Brookfield Square Dr	1.000 EACH		·
0504	SPV.0060 Special 32. Temporary Vehicle Detection CTH O & Brookfield Square Mall North Dwy	1.000 EACH	·	<u></u>
0506	SPV.0060 Special 33. Reinstall Temporary EVP Equipment CTH O & Brookfield Square Dr	1.000 EACH		
0508	SPV.0060 Special 34. Reinstall Temporary EVP Equipment CTH O & Brookfield Square Mall North Dwy	1.000 EACH	·	
0510	SPV.0060 Special 35. Remove & Reinstall EVP Equipment CTH O & Brookfield Square	1.000 EACH	<u> </u>	





# Proposal Schedule of Items

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Federal ID(s): WISC 2022168, N/A

SECTION: 0001 Roadway Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0512	SPV.0060 Special 36. Remove & Reinstall EVP Equipment CTH O & Brookfield Square Mall North Dwy	1.000 EACH		
0514	SPV.0060 Special 37. Video Vehicle Detection System CTH O & Brookfield Square Dr	1.000 EACH	·	·
0516	SPV.0060 Special 38. Video Vehicle Detection System CTH O & Brookfield Square Mall North Dwy	1.000 EACH	·	
0518	SPV.0060 Special 39. Remove & Reinstall Wireless Communication Equip CTH O & Brookfield Sq Dr	1.000 EACH		
0520	SPV.0060 Special 40. Remove & Reinstall Wireless Communication Equip CTH O & Brfld Sq N Dr	1.000 EACH	·	·
0522	SPV.0060 Special 41. Temporary Emergency Vehicle Preemption (EVP) System IH 94 WB On Ramp & CTH O	1.000 EACH	·	<del></del>
0524	SPV.0060 Special 42. Remove, Salvage, & Reinstall Fiber Optic Traffic Signal Equipment	2.000 EACH		
0526	SPV.0060 Special 43. Remove & Salvage Video Detection Equipment IH 94 WB On Ramp & CTH O	1.000 EACH	·	:
0528	SPV.0060 Special 44. Remove & Salvage Video Detection Equipment USH 18 (Bluemound Road) & CTH O	1.000 EACH		
0530	SPV.0060 Special 45. Remove & Salvage Radar Detection Equipment IH 94 WB On Ramp & CTH O	1.000 EACH	·	
0532	SPV.0060 Special 46. Remove & Salvage Radar Detection Equipment USH 18 (Bluemound Road) & CTH O	1.000 EACH		





# Proposal Schedule of Items

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Federal ID(s): WISC 2022168, N/A

SECTION: 0001 Roadway Items

Proposal Line Number	Item ID  Description	Approximate Quantity and Units	Unit Price	Bid Amount
0534	SPV.0060 Special 47. Removing Electrical Service Meter Breaker Pedestal	1.000 EACH		<u> </u>
0536	SPV.0060 Special 48. Temporary Communications Vault Adjustment	5.000 EACH	·	<u> </u>
0538	SPV.0060 Special 49. Final Communications Vault Adjustment	5.000 EACH	·	<u> </u>
0540	SPV.0060 Special 50. Install County-Furnished Equip Trnsfrmr Base Breakaway 11 1/2- In Bolt Circle	1.000 EACH	·	
0542	SPV.0060 Special 51. Install County-Furnished Equipment Traffic Signal Standards Aluminum 15-FT	1.000 EACH	·	
0544	SPV.0060 Special 52. Install County-Furnished Equipment Poles Type 3	1.000 EACH	·	
0546	SPV.0060 Special 53. Install County-Furnished Equipment Poles Type 13	1.000 EACH	·	<u> </u>
0548	SPV.0060 Special 54. Install County-Furnished Equipment Monotube Arms 40-FT	1.000 EACH	·	
0550	SPV.0060 Special 55. Install County-Furnished Equip Luminaire Arm Single Member 4- Inch Clamp 6-FT	1.000 EACH		
0552	SPV.0060 Special 56. Install County-Furnished Equipment Luminaire Arm Steel 10-FT	1.000 EACH	·	
0554	SPV.0060 Special 57. Install County-Furnished Equipment Luminaires Utility LED C	2.000 EACH		<u> </u>
0556	SPV.0060 Special 58. Install County-Furnished Equipment Traffic Signal Face 3S 12-Inch	6.000 EACH	·	<del>.</del>





### Proposal Schedule of Items

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Federal ID(s): WISC 2022168, N/A

SECTION: 0001 Roadway Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0558	SPV.0060 Special 59. Install County-Furnished Equipment Traffic Signal Face 4S 12- Inch	3.000 EACH	<u> </u>	
0560	SPV.0060 Special 60. Posts Tubular Steel 1 3/4- Inch x 1 3/4-Inch - 12FT	49.000 EACH	·	
0562	SPV.0060 Special 61. Posts Tubular Steel 1 3/4- Inch x 1 3/4-Inch - 14FT	10.000 EACH		·
0564	SPV.0060 Special 62. Posts Tubular Steel 1 3/4- Inch x 1 3/4-Inch - 16FT	1.000 EACH		·
0566	SPV.0060 Special 63. Section Corner Monuments	1.000 EACH		
0568	SPV.0165 Special 02. Wall Modular Block Gravity Landscape	2,103.000 SF		
0570	SPV.0180 Special 01. Shredded Hardwood Bark Mulch	120.000 SY	·	
	Section: 000	)1	Total:	<u>-</u>
			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, 4<sup>th</sup> Floor South Madison, WI 53705

Telephone: (608) 266-1631 Facsimile (FAX): (608) 266-8459

### **NOTICE TO ALL CONTRACTORS:**

### Federal Wage Rate Addendum #01

### Letting of 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, TREMPEALEAU, 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, CLARK, COLUMBIA, DODGE, DOOR, DEFOREST, GREEN LAKE, IRON, JEFFE LINCOLN, MANITOWOC, MARATHON, MOCONTO, ONEIDA, OUTAGAMIE, POLK SHAWANO, SHEBOYGAN, TAYLOR, VILWINNEBAGO, AND WOOD COUNTIES	UNN, FLORENCE RSON, KEWAUNE IARINETTE, MAF , PORTAGE, RL	F, FOND DU LAC, EE, LANGLADE, RQUETTE, MENOMINEE, USK, ST CROIX, SAUK,		
	Rates	Fringes		
CEMENT MASON/CONCRETE FINISHER.	\$ 36.68	23.40		
BRWI0003-002 06/01/2020				
BROWN, DOOR, FLORENCE, KEWAUNEE	, MARINETTE,	AND OCONTO COUNTIES		
	Rates	Fringes		
BRICKLAYER	\$ 35.68	24.40		
KENOSHA, RACINE, AND WALWORTH C	OUNTIES			
	Rates	Fringes		
BRICKLAYER	\$ 39.90	25.53		
BRWI0006-002 06/01/2020				
ADAMS, CLARK, FOREST, LANGLADE, ONEIDA, PORTAGE, PRICE, TAYLOR,				
	Rates	Fringes		
BRICKLAYER		23.48		
BRWI0007-002 06/01/2020				
GREEN, LAFAYETTE, AND ROCK COUN	ITIES			
	Rates	Fringes		
BRICKLAYER BRWI0008-002 06/01/2020	•	24.72		
MILWAUKEE, OZAUKEE, WASHINGTON,	AND WAUKESHA	A COUNTIES		
	Rates	Fringes		

\_\_\_\_\_\_

BRWI0011-002 06/01/2020

CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES

Rates Fringes

BRICKLAYER.....\$ 35.68 24.40

BRWI0019-002 06/01/2020

BARRON, BUFFALO, BURNETT, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN, PIERCE, POLK, RUSK, ST. CROIX, SAWYER AND WASHBURN COUNTIES

Rates Fringes

BRICKLAYER.....\$34.86 25.22

BRWI0034-002 06/01/2020

COLUMBIA AND SAUK COUNTIES

Rates Fringes

BRICKLAYER.....\$ 37.36 24.43

CARP0087-001 05/01/2016

BURNETT (W. of Hwy 48), PIERCE (W. of Hwy 29), POLK (W. of Hwys 35, 48 & 65), AND ST. CROIX (W. of Hwy 65) COUNTIES

Rates Fringes

Carpenter & Piledrivermen......\$ 36.85 18.39

CARP0252-002 06/01/2016

ADAMS, BARRON, BAYFIELD (Eastern 2/3), BROWN, BUFFALO, BURNETT (E. of Hwy 48), CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DANE, DODGE, DOOR, DUNN, EAU CLAIRE, FLORENCE (except area bordering Michigan State Line), FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IOWA, IRON, JACKSON, JEFFERSON, JUNEAU, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE (except N.E. corner), MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE (E. of Hwys 29 & 65), POLK (E. of Hwys 35, 48 & 65), PORTAGE, PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST CROIX (E. of Hwy 65), TAYLOR, TREMPEALEAU, VERNON, VILAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
CARPENTER		
CARPENTER	\$ 33.56	18.00
MILLWRIGHT	\$ 35.08	18.35
PILEDRIVER	\$ 34.12	18.00

CARP0252-010 06/01/2016

	Rates	Fringes
Carpenters		
Carpenter	5 33.56 t 35 08	18.00 18.35
Pile Driver	34.12	18.00
CARP0264-003 06/01/2016		
KENOSHA, MILWAUKEE, OZAUKEE, RACIN COUNTIES	NE, WAUKESH	A, AND WASHINGTON
	Rates	Fringes
CARPENTER		
CARP0361-004 05/01/2018		
BAYFIELD (West of Hwy 63) AND DOUG	GLAS COUNTI	ES
	Rates	Fringes
CARPENTER		
CARP2337-001 06/01/2016		
ZONE A: MILWAUKEE, OZAUKEE, WAUKES	SHA AND WAS	HINGTON
ZONE B: KENOSHA & RACINE		
	Rates	Fringes
PILEDRIVERMAN		
Zone A		
Zone B		22.69

ASHLAND, BARRON, BAYFIELD, BUFFALO, BURNETT, CHIPPEWA, CLARK (except Maryville, Colby, Unity, Sherman, Fremont, Lynn & Sherwood), CRAWFORD, DUNN, EAU CLAIRE, GRANT, IRON, JACKSON, LA CROSSE, MONROE, PEPIN, PIERCE, POLK, PRICE, RICHLAND, RUSK, ST CROIX, SAWYER, TAYLOR, TREMPEALEAU, VERNON, AND WASHBURN COUNTIES

	Rates	Fringes
Electricians:	\$ 37.83	21.89
ELEC0014-007 05/30/2021		

### REMAINING COUNTIES

	Kates	Fringes
Teledata System Installer		
<pre>Installer/Technician</pre>	\$ 28.50	15.92

Low voltage construction, installation, maintenance and removal of teledata facilities (voice, data, and video) including outside plant, telephone and data inside wire, interconnect, terminal equipment, central offices, PABX,

fiber optic cable and equipment bypass, CATV, WAN (wide area ne networks), and ISDN (integrated	etworks), LAN (1	ocal area
ELEC0127-002 06/01/2020		
KENOSHA COUNTY		
	Rates	Fringes
Electricians:		30%+12.70
ELEC0158-002 05/30/2021		
BROWN, DOOR, KEWAUNEE, MANITOWOC MARINETTE(Wausuakee and area Sout (East of a ine 6 miles West of th County), SHAWANO (Except Area Nor Hutchins) COUNTIES	th thereof), OCO ne West boundary	NTO, MENOMINEE of Oconto
	Rates	Fringes
ELECTRICIAN		
ELEC0159-003 05/30/2021		
COLUMBIA, DANE, DODGE (Area West Emmet Townships), GREEN, LAKE (ex Seneca, and St. Marie), IOWA, MAR Neshkoka, Crystal Lake, Newton, a COUNTIES	ccept Townships RQUETTE (except	of Berlin, Townships of
	Rates	Fringes
ELECTRICIAN	\$ 43.38	23.13
ELEC0219-004 06/01/2019		
FLORENCE COUNTY (Townships of Aur Florence and Homestead) AND MARIN Niagara)		
	Rates	Fringes
Electricians: Electrical contracts over \$180,000 Electrical contracts under \$180,000	\$ 31.75	21.80 21.73
* ELEC0242-005 05/30/2021		
DOUGLAS COUNTY		
	Rates	Fringes

	Rates	Fringes	
Electricians:	\$ 41.37	69.25%	
ELECA389-002 06/01/2020			

ELEC0388-002 06/01/2020

ADAMS, CLARK (Colby, Freemont, Lynn, Mayville, Sherman,

Sherwood, Unity), FOREST, JUNEAU, LANGLADE, LINCOLN, MARATHON, MARINETTE (Beecher, Dunbar, Goodman & Pembine), MENOMINEE (Area West of a line 6 miles West of the West boundary of Oconto County), ONEIDA, PORTAGE, SHAWANO (Aniwa and Hutchins), VILAS AND WOOD COUNTIES

Rates	Fringes

Electricians:.....\$ 34.85 26%+11.20

ELEC0430-002 06/01/2021

RACINE COUNTY (Except Burlington Township)

Rates Fringes

Electricians:.....\$ 43.45 24.89

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ELEC0494-005 06/01/2021

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

ELEC0494-006 06/01/2021

CALUMET (Township of New Holstein), DODGE (East of Hwy 26 including Chester Township), FOND DU LAC, MANITOWOC (Schleswig), and SHEBOYGAN COUNTIES

	Rates	Fringes
Electricians:	\$ 37.91	22.74

ELEC0494-013 06/01/2021

DODGE (East of Hwy 26 including Chester Twp, excluding Emmet Twp), FOND DU LAC (Except Waupuin), MILWAUKEE, OZAUKEE, MANITOWOC (Schleswig), WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Sound & Communications		
Installer	\$ 22.39	18.80
Technician	\$ 32.49	20.26

Installation, testing, maintenance, operation and servicing of all sound, intercom, telephone interconnect, closed circuit TV systems, radio systems, background music systems, language laboratories, electronic carillion, antenna distribution systems, clock and program systems and low-voltage systems such as visual nurse call, audio/visual nurse call systems, doctors entrance register systems. Includes all wire and cable carrying audio, visual, data, light and radio frequency signals. Includes the installation of conduit, wiremold, or raceways in existing structures that have been occupied for six months or more where required for the protection of the wire or cable, but does not mean a complete conduit or raceway system. work covered does not include the installation of conduit,

wiremold or any raceways in any new construction, or the installation of power supply outlets by means of which external electric power is supplied to any of the foregoing equipment or products

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### ELEC0577-003 06/01/2021

CALUMET (except Township of New Holstein), GREEN LAKE (N. part including Townships of Berlin, St Marie, and Seneca), MARQUETTE (N. part including Townships of Crystal Lake, Neshkoro, Newton, and Springfield), OUTAGAMIE, WAUPACA, WAUSHARA, AND WINNEBAGO COUNTIES

	Rates	Fringes
Electricians:	.\$ 35.66	29.50%+10.00
ELEC0890-003 06/01/2021		

DODGE (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE, RACINE (Burlington Township), ROCK AND WALWORTH COUNTIES

	Rates	Fringes
Electricians:	\$ 39.00	25.95%+11.17
FLECOUR 2 001 06 (02 (2010		

### ELEC0953-001 06/02/2019

	Rates	Fringes
Line Construction: (1) Lineman	\$ 47.53 \$ 42.78 \$ 38.02	19.80 18.40 16.88
(5) Light Groundman Drive (6) Groundsman	er\$ 30.89	16.11 14.60

### ENGI0139-005 06/01/2020

	Rates	Fringes
Power Equipment Operator		
Group 1	\$ 41.62	23.80
Group 2	\$ 41.12	23.80
Group 3	\$ 40.62	23.80
Group 4	\$ 40.36	23.80
Group 5	\$ 40.07	23.80
Group 6	\$ 34.17	23.80

### HAZARDOUS WASTE PREMIUMS:

EPA Level ""A"" protection - \$3.00 per hour EPA Level ""B"" protection - \$2.00 per hour EPA Level ""C"" protection - \$1.00 per hour

### POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, tower cranes, and derricks with or without attachments with a lifting capacity of over 100 tons; or cranes, tower cranes, and derricks with boom, leads and/or jib lengths measuring 176 feet or longer.

GROUP 2: Cranes, tower cranes and derricks with or without attachments with a lifting capacity of 100 tons or less; or cranes, tower cranes, and derricks with boom, leads, and/or jibs lengths measuring 175 feet or under and Backhoes (excavators) weighing 130,000 lbs and over; caisson rigs; pile driver; dredge operator; dredge engineer; Boat Pilot.

GROUP 3: Mechanic or welder - Heavy duty equipment; cranes with a lifting capacity of 25 tons or under; concrete breaker (manual or remote); vibratory/sonic concrete breaker; concrete laser screed; concrete slipform paver; concrete batch plant operator; concrete pvt. spreader heavy duty (rubber tired); concrete spreader & distributor; automatic subgrader (concrete); concrete grinder & planing machine; concrete slipform curb & gutter machine; slipform concrete placer; tube finisher; hydro blaster (10,000 psi & over); bridge paver; concrete conveyor system; concrete pump; Rotec type Conveyor; stabilizing mixer (self-propelled); shoulder widener; asphalt plant engineer; bituminious paver; bump cutter & grooving machine; milling machine; screed (bituminous paver); asphalt heater, planer & scarifier; Backhoes (excavators) weighing under 130,000 lbs; grader or motor patrol; tractor (scraper, dozer, pusher, loader); scraper - rubber tired (single or twin engine); endloader; hydraulic backhoe (tractor type); trenching machine; skid rigs; tractor, side boom (heavy); drilling or boring machine (mechanical heavy); roller over 5 tons; percussion or rotary drilling machine; air track; blaster; loading machine (conveyor); tugger; boatmen; winches & A-frames; post driver; material hoist.

GROUP 4: Greaser, roller steel (5 tons or less); roller (pneumatic tired) - self propelled; tractor (mounted or towed compactors & light equipment); shouldering machine; self- propelled chip spreader; concrete spreader; finishing machine; mechanical float; curing machine; power subgrader; joint sawer (multiple blade) belting machine; burlap machine; texturing machine; tractor endloader (rubber tired) - light; jeep digger; forklift; mulcher; launch operator; fireman, environmental burner

GROUP 5: Air compressor; power pack; vibrator hammer and extractor; heavy equipment, leadman; tank car heaters; stump chipper; curb machine operator; Concrete proportioning plants; generators; mudjack operator; rock breaker; crusher or screening plant; screed (milling machine); automatic belt conveyor and surge bin; pug mill operator; Oiler, pump (over 3 inches); Drilling Machine Tender, day light machine

GROUP 6: Off-road material hauler with or without ejector.

IRON0008-002 06/01/2021

BROWN, CALUMET, DOOR, FOND DU LAC, KEWAUNEE, MANITOWOC, MARINETTE, OCONTO, OUTAGAMI, SHAWANO, SHEBOYGAN, AND WINNEBAGO COUNTIES:

Rates Fringes IRONWORKER.....\$ 38.77 28.15

Paid Holidays: New Year Day, Thanksgiving Day 8		, July 4th, Labor
IRON0008-003 06/01/2021		
KENOSHA, MILWAUKEE, OZAUK WASHINGTON, AND WAUKESHA		(N.E. 2/3),
	Rates	Fringes
IRONWORKER	\$ 40.57	28.40
Paid Holidays: New Year Day, Thanksgiving Day 8	Christmas Day.	
IRON0383-001 06/06/2021		
ADAMS, COLUMBIA, CRAWFORD GRANT, GREENE, (Excluding JEFFERSON, JUNEAU, LA CROMARQUETTE, MENOMINEE, MON area, vicinity of Edgerto WAUSHARA, AND WOOD COUNTI	g S.E. tip), GREEN LAH DSSE, LAFAYETTE, LANGI NROE, PORTAGE, RICHLAN On and Milton), SAUK,	KE, IOWA, LADE, MARATHON, ND, ROCK (Northern
	Rates	Fringes
IRONWORKERIRON0498-005 06/01/2021		27.06
GREEN (S.E. 1/3), ROCK (SWALWORTH (S.W. 1/3) COUNT		Milton), and
	Rates	Fringes
IRONWORKER	\$ 41.37	44.41
IRON0512-008 06/03/2019		
BARRON, BUFFALO, CHIPPEWA PEPIN, PIERCE, POLK, RUSK COUNTIES		
	Rates	Fringes
IRONWORKER	\$ 37.60	29.40
IRON0512-021 05/03/2021		
ASHLAND, BAYFIELD, BURNET PRICE, SAWYER, VILAS AND		NCOLN, ONEIDA,
	Rates	Fringes
IRONWORKER	·	31.80
LAB00113-002 06/01/2021		

	ı	Rates	Fringes
LABORER			
Group	1\$	31.40	22.26
Group	2\$	31.55	22.26
Group	3\$	31.75	22.26
Group	4\$	31.90	22.26
Group	5\$	32.05	22.26
Group	6\$	27.89	22.26

### LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagperson; traffic control person

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LAB00113-003 06/01/2021

OZAUKEE AND WASHINGTON COUNTIES

	Rates	Fringes
LABORER		
Group 1	\$ 30.65	22.26
Group 2	\$ 30.75	22.26
Group 3	\$ 30.80	22.26
Group 4	\$ 31.00	22.26
Group 5	\$ 30.85	22.26
Group 6	\$ 27.74	22.26

### LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated);

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson and Traffic Control Person

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LAB00113-011 06/01/2021

### KENOSHA AND RACINE COUNTIES

	Rates	Fringes
LABORER		
Group	1\$ 30.46	22.26
Group	2\$ 30.61	22.26
Group	3\$ 30.81	22.26
Group	4\$ 30.78	22.26
Group	5\$ 31.11	22.26
Group	6\$ 27.60	22.26

#### LABORERS CLASSIFICATIONS:

GROUP 1: General laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagman; traffic control person

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LAB00140-002 06/01/2020

ADAMS, ASHLAND, BARRON, BAYFIELD, BROWN, BUFFALO, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DODGE, DOOR, DOUGLAS, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IRON, JACKSON, JUNEAU, IOWA, JEFFERSON, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE, POLK, PORTAGE, PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST. CROIX, TAYLOR, TREMPEALEAU, VERNON, VILLAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

### **LABORER**

Group	1\$	33.72	17.95
Group	2\$	33.82	17.95
Group	3\$	33.87	17.95
Group	4\$	34.07	17.95
Group	5\$	33.92	17.95
Group	6\$	30.35	17.95

#### LABORER CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bitminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator, Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk and Pavement); Strike Off Man

GROUP 4: Line and Grade Secialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson; Traffic Control

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LAB00464-003 06/01/2020

DANE COUNTY

	Rates	Fringes
LABORER		
Group 1	\$ 34.00	17.95
Group 2	\$ 34.10	17.95
Group 3	\$ 34.15	17.95
Group 4	\$ 34.35	17.95
Group 5	\$ 34.20	17.95
Group 6	\$ 30.35	17.95

### LABORERS CLASSIFICATIONS:

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminious Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 5: Blaster; Powderman				
GROUP 6: Flagperson and Traffic	Control Person			
PAIN0106-008 05/01/2017				
ASHLAND, BAYFIELD, BURNETT, AND D	OUGLAS COUNTIE	S		
	Rates	Fringes		
Painters:  New: Brush, Roller	\$ 30.33	17.27		
Spray, Sandblast, Steel Repaint:		17.27		
Brush, Roller		17.27		
Spray, Sandblast, Steel	\$ 29.43	17.27		
PAIN0108-002 06/01/2021				
RACINE COUNTY				
	Rates	Fringes		
Painters: Brush, RollerSpray & Sandblast	\$ 37.52			
PAIN0259-002 05/01/2008				
BARRON, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN, PIERCE, POLK, RUSK, SAWYER, ST. CROIX, AND WASHBURN COUNTIES				
	Rates	Fringes		
PAINTER		12.15		
PAIN0259-004 05/01/2015				
BUFFALO, CRAWFORD, JACKSON, LA CROSSE, MONROE, TREMPEALEAU, AND VERNON COUNTIES				
	Rates	Fringes		
PAINTER	•	12.45		
PAIN0781-002 06/01/2021				
JEFFERSON, MILWAUKEE, OZAUKEE, WA	SHINGTON, AND	WAUKESHA COUNTIES		
	Rates	Fringes		
Painters: Bridge Brush Spray & Sandblast	\$ 35.95 \$ 36.70	24.50 24.50		
PAIN0802-002 06/01/2021				
COLUMBIA, DANE, DODGE, GRANT, GREEN, IOWA, LAFAYETTE, RICHLAND,				

GROUP 4: Line and Grade Specialist

	Rates	Fringes		
PAINTER Brush	.\$ 29.98	18.78		
PREMIUM PAY: Structural Steel, Spray, Bridg hour.		·		
PAIN0802-003 06/01/2021				
ADAMS, BROWN, CALUMET, CLARK, 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		18.78		
PAIN0934-001 06/01/2021				
KENOSHA AND WALWORTH COUNTIES				
	Rates	Fringes		
Painters: Brush Spray Structural Steel	.\$ 37.52	23.27 23.27 23.27		
PAIN1011-002 06/06/2021				
FLORENCE COUNTY				
	Rates	Fringes		
Painters:	•	14.38		
PLAS0599-010 06/01/2017				
	Rates	Fringes		
CEMENT MASON/CONCRETE FINISHER Area 1	35.07 .\$ 35.61 .\$ 34.70 .\$ 36.27	17.17 19.75 19.40 20.51 18.73 22.99		
AREA DESCRIPTIONS				
AREA 1: BAYFIELD, DOUGLAS, PR	RICE, SAWYER, AND	WASHBURN		

COUNTIES

AREA 2: ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

AREA 3: BUFFALO, CRAWFORD, EAU CLAIRE, JACKSON, JUNEAU, LA CROSSE MONROE, PEPIN, PIERCE, RICHLAND, TREMPEALEAU, AND VERNON COUNTIES

AREA 4: MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

AREA 5: DANE, GRANT, GREEN, IOWA, LAFAYETTE, AND ROCK COUNTIES

AREA 6: KENOSHA AND RACINE COUNTIES

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TEAM0039-001 06/01/2021

Rates	Fringes
.\$ 32.57	23.81
.\$ 32.72	23.81
.\$ 16.52	3.70
	.\$ 32.57

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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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)).

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The body of each wage determination lists the classification

and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union, which prevailed in the survey for this classification, which in this example would be Plumbers 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Division National Office Branch of Wage Surveys. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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"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, TREMPEALEAU, AND VERNON COUNTIES

	Rates	Fringes
BRICKLAYER	\$ 35.31	24.7 7

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

	Rates	Fringes
BRICKLAYER		23.47
BRWI0002-005 06/01/2020		
ADAMS, ASHLAND, BARRON, BROWN, B CLARK, COLUMBIA, DODGE, DOOR, DU FOREST, GREEN LAKE, IRON, JEFFER LINCOLN, MANITOWOC, MARATHON, MA OCONTO, ONEIDA, OUTAGAMIE, POLK, SHAWANO, SHEBOYGAN, TAYLOR, VILA WINNEBAGO, AND WOOD COUNTIES	NN, FLORENCI SON, KEWAUNI RINETTE, MAI PORTAGE, RI	E, FOND DU LAC, EE, LANGLADE, RQUETTE, MENOMINEE, JSK, ST CROIX, SAUK,
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
BRWI0003-002 06/01/2020		
BROWN, DOOR, FLORENCE, KEWAUNEE,	MARINETTE,	AND OCONTO COUNTIES
	Rates	Fringes
BRICKLAYER	.\$ 35.68	24.40
BRWI0004-002 06/01/2020		
KENOSHA, RACINE, AND WALWORTH CO	UNTIES	
	Rates	Fringes
BRICKLAYER	.\$ 39.90	25.53
BRWI0006-002 06/01/2020		
ADAMS, CLARK, FOREST, LANGLADE, ONEIDA, PORTAGE, PRICE, TAYLOR,		
	Rates	Fringes
BRICKLAYER		23.48
BRWI0007-002 06/01/2020		
GREEN, LAFAYETTE, AND ROCK COUNT	IES	
	Rates	Fringes
BRICKLAYER	•	
BRWI0008-002 06/01/2020		
BRWI0008-002 06/01/2020	AND WAUKESHA	A COUNTIES
	AND WAUKESH <i>i</i> Rates	A COUNTIES Fringes

GREEN LAKE, MARQUETTE, OUTAGAMIE, SHAWANO, WAUPACA, WASHARA, AND WINNEBAGO COUNTIES

	Rates	Fringes
BRICKLAYER		24.40
BRWI0011-002 06/01/2020		
CALUMET, FOND DU LAC, MANITOWOC	, AND SHEB	DYGAN COUNTIES
	Rates	Fringes
BRICKLAYER	\$ 35.68	24.40
BRWI0013-002 06/03/2019		
DANE, GRANT, IOWA, AND RICHLAND	COUNTIES	
	Rates	Fringes
BRICKLAYER		24.23
BRWI0019-002 06/01/2020		
BARRON, BUFFALO, BURNETT, CHIPP PIERCE, POLK, RUSK, ST. CROIX,		
	Rates	Fringes
BRICKLAYER	\$ 34.86	25.22
BRWI0021-002 06/01/2020		
DODGE AND JEFFERSON COUNTIES		
	Rates	Fringes
BRICKLAYER	\$ 36.80	24.97
COLUMBIA AND SAUK COUNTIES		
	Rates	Fringes
BRICKLAYER		24.43
CARP0087-001 05/01/2016		
BURNETT (W. of Hwy 48), PIERCE 35, 48 & 65), AND ST. CROIX (W.		
	Rates	Fringes
Carpenter & Piledrivermen	\$ 36.85	18.39
CARP0252-002 06/01/2016		
ADAMS DARRON DAVETELD (Fost	onn 2/2) !	DOUN DIFFALO

ADAMS, BARRON, BAYFIELD (Eastern 2/3), BROWN, BUFFALO,

BURNETT (E. of Hwy 48), CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DANE, DODGE, DOOR, DUNN, EAU CLAIRE, FLORENCE (except area bordering Michigan State Line), FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IOWA, IRON, JACKSON, JEFFERSON, JUNEAU, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE (except N.E. corner), MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE (E. of Hwys 29 & 65), POLK (E. of Hwys 35, 48 & 65), PORTAGE, PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST CROIX (E. of Hwy 65), TAYLOR, TREMPEALEAU, VERNON, VILAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes	
CARPENTER			
CARPENTER	\$ 33.56	18.00	
MILLWRIGHT	\$ 35.08	18.35	
PILEDRIVER	\$ 34.12	18.00	
CARPA252-010 06/01/2016			-

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	
CARD2337-001 06/01/2016			-

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 AZone B		21.53 21.53
ZONE DEFINITIONS		
ZONE A: MILWAUKEE, OZAUKEE, WAUK	(ESHA AND WASHIN	GTON COUNTIES
ZONE B: KENOSHA & RACINE COUNTIE	ES .	
* ELEC0014-002 12/26/2021		
ASHLAND, BARRON, BAYFIELD, BUFFA (except Maryville, Colby, Unity, Sherwood), CRAWFORD, DUNN, EAU C CROSSE, MONROE, PEPIN, PIERCE, F CROIX, SAWYER, TAYLOR, TREMPEALE COUNTIES	Sherman, Fremo CLAIRE, GRANT, I POLK, PRICE, RIC	nt, Lynn & RON, JACKSON, LA HLAND, RUSK, ST
	Rates	Fringes
Electricians:	.\$ 37.83	21.89
ELEC0127-002 06/01/2020		
KENOSHA COUNTY		
	Rates	Fringes
Electricians:	•	30%+12.70
ELEC0158-002 05/30/2021		
BROWN, DOOR, KEWAUNEE, MANITOWOO MARINETTE(Wausuakee and area Sou (East of a ine 6 miles West of t County), SHAWANO (Except Area No Hutchins) COUNTIES	ith thereof), OC the West boundar	ONTO, MENOMINEE y of Oconto
	Rates	Fringes
ELECTRICIAN		.75%+10.26
ELEC0159-003 05/30/2021		
COLUMBIA, DANE, DODGE (Area West Emmet Townships), GREEN, LAKE (e Seneca, and St. Marie), IOWA, MA Neshkoka, Crystal Lake, Newton, COUNTIES	except Townships ARQUETTE (except	of Berlin, Townships of
	Rates	Fringes

FLORENCE COUNTY (Townships of Aurora, Commonwealth, Fern, Florence and Homestead) AND MARINETTE COUNTY (Township of

	Rates	Fringes
Electricians: Electrical contracts over \$180,000	\$ 33.94	21.80
Electrical contracts under \$180,000		21.73
* ELEC0242-005 05/30/2021	•	
DOUGLAS COUNTY		
DOGENS COUNTY	Rates	Fringes
Electricians:		_
ELEC0388-002 06/01/2020 ADAMS, CLARK (Colby, Freemont,		
Sherwood, Unity), FOREST, JUNE, MARINETTE (Beecher, Dunbar, Good West of a line 6 miles West of County), ONEIDA, PORTAGE, SHAWAI AND WOOD COUNTIES	dman & Pemb the West bo	ine), MENOMINEE (Area undary of Oconto
	Rates	Fringes
Electricians:	\$ 34.85	26%+11.20
ELEC0430-002 06/01/2021		
RACINE COUNTY (Except Burlington	n Township)	
	Rates	Fringes
Electricians:		24.89
ELEC0494-005 06/01/2021		
MILWAUKEE, OZAUKEE, WASHINGTON,	AND WAUKES	HA COUNTIES
	Rates	Fringes
Electricians:	\$ 44.39	25.67
ELEC0494-006 06/01/2021		
CALUMET (Township of New Holste including Chester Township), FOI (Schleswig), and SHEBOYGAN COUN	ND DU LAC,	
	Rates	Fringes
Electricians:		22.74
ELEC0577-003 06/01/2021		
CALUMET (except Township of New	Holstein)	GREEN LAKE (N. nart

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,

	Rates	Fringes
Electricians:	\$ 35.66	29.50%+10.00
ELEC0890-003 06/01/2021		

DODGE (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE, RACINE (Burlington Township), ROCK AND WALWORTH COUNTIES

	Rates	Fringes
Electricians:	\$ 39.00	25.95%+11.17
ENGI0139-003 06/01/2020		

## REMAINING COUNTIES

	Rates	Fringes
Power Equipment Operator		
Group 1	\$ 42.92	23.15
Group 2	\$ 41.67	23.15
Group 3	\$ 39.97	23.15
Group 4	\$ 39.44	23.15
Group 5	\$ 37.37	23.15
Group 6	\$ 35.84	23.15

## HAZARDOUS WASTE PREMIUMS:

EPA Level ""A"" Protection: \$3.00 per hour EPA Level ""B"" Protection: \$2.00 per hour EPA Level ""C"" Protection: \$1.00 per hour

## POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of over 100 tons; Cranes, Tower Cranes, and Derricks with boom, leads and/or jib lengths 176 ft or longer.

GROUP 2: Backhoes (Excavators) weighing 130,00 lbs and over; Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of 100 tons or less; Cranes, Tower Cranes, and Derricks with boom, leads, and/or jib lengths 175 ft or less; Caisson Rigs; Pile Driver

GROUP 3: Backhoes (Excavators) weighing under 130,000 lbs; Travelling Crane (bridge type); Milling Machine; Concrete Paver over 27 E; Concrete Spreader and Distributor; Concrete Laser Screed; Concrete Grinder and Planing Machine; Slipform Curb and Gutter Machine; Boring Machine (Directional); Dredge Operator; Skid Rigs; over 46 meter Concrete Pump.

GROUP 4: Hydraulic Backhoe (tractor or truck mounted); Hydraulic Crane, 10 tons or less; Tractor, Bulldozer, or End Loader (over 40 hp); Motor Patrol; Scraper Operator; Bituminous Plant and Paver Operator; Screed-Milling Machine; Roller over 5 tons; Concrete pumps 46 meter and under; Grout Pumps; Rotec type machine; Hydro Blaster, 10,000 psi and over; Rotary Drill Operator; Percussion Drilling Machine; Air Track Drill with or without integral hammer; Blaster; Boring Machine (vertical or horizontal); Side Boom; Trencher, wheel type or chain type having 8 inch or larger bucket; Rail Leveling Machine (Railroad); Tie Placer; Tie Extractor; Tie Tamper; Stone Leveler; Straddle Carrier; Material Hoists; Stack Hoist; Man Hoists; Mechanic and Welder; Off Road Material Haulers.

GROUP 5: Tractor, Bulldozer, or Endloader (under 40 hp); Tampers -Compactors, riding type; Stump Chipper, large; Roller, Rubber Tire; Backfiller; Trencher, chain type (bucket under 8 inch); Concrete Auto Breaker, large; Concrete Finishing Machine (road type); Concrete Batch Hopper; Concrete Conveyor Systems; Concrete Mixers, 14S or over; Pumps, Screw Type and Gypsum); Hydrohammers, small; Brooms and Sweeeprs; Lift Slab Machine; Roller under 5 tons; Industrial Locomotives; Fireman (Pile Drivers and Derricks); Pumps (well points); Hoists, automatic; A-Frames and Winch Trucks; Hoists (tuggers); Boats (Tug, Safety, Work Barges and Launches); Assistant Engineer

GROUP 6: Shouldering Machine Operator; Farm or Industrial Tractor mounted equipment; Post Hole Digger; Auger (vertical and horizontal); Skid Steer Loader with or without attachments; Robotic Tool Carrier with or without attachments; Power Pack Vibratory/Ultra Sound Driver and Extractor; Fireman (Asphalt Plants); Screed Operator; Stone Crushers and Screening Plants; Air, Electric, Hydraulic Jacks (Slip Form); Prestress Machines; Air Compressor, 400 CFM or over; Refrigeration Plant/Freese Machine; Boiler Operators (temporary heat); Forklifts; Welding Machines; Generators; Pumps over 3""; Heaters, Mechanical; Combination small equipment operator; Winches, small electric; Oiler; Greaser; Rotary Drill Tender; Conveyor; Elevator Operator

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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).

TRONIGORO 002 06 /01 /2021

## IRON0008-002 06/01/2021

BROWN, CALUMET, DOOR, FOND DU LAC, KEWAUNEE, MANITOWOC, MARINETTE, OCONTO, OUTAGAMI, SHAWANO, SHEBOYGAN, AND WINNEBAGO COUNTIES:

Rates Fringes

IRONWORKER.....\$ 38.77 28.15

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

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IRON0008-003 06/01/2021

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WALWORTH (N.E. 2/3), WASHINGTON, AND WAUKESHA COUNTIES

Rates Fringes

IRONWORKER.....\$ 40.57 28.40

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

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IRON0383-001 06/06/2021

ADAMS, COLUMBIA, CRAWFORD, DANE, DODGE, FLORENCE, FOREST, GRANT, GREENE, (Excluding S.E. tip), GREEN LAKE, IOWA, JEFFERSON, JUNEAU, LA CROSSE, LAFAYETTE, LANGLADE, MARATHON, MARQUETTE, MENOMINEE, MONROE, PORTAGE, RICHLAND, ROCK (Northern area, vicinity of Edgerton and Milton), SAUK, VERNON, WAUPACA, WAUSHARA, AND WOOD COUNTIES

Rates Fringes

IRONWORKER.....\$ 37.75 27.06

IRON0498-005 06/01/2021

GREEN (S.E. 1/3), ROCK (South of Edgerton and Milton), and WALWORTH (S.W. 1/3) COUNTIES:

Rates Fringes

IRONWORKER.....\$ 41.37 44.41

IRON0512-008 06/03/2019

BARRON, BUFFALO, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, JACKSON, PEPIN, PIERCE, POLK, RUSK, ST CROIX, TAYLOR, AND TREMPEALEAU COUNTIES

Rates Fringes

IRONWORKER.....\$ 37.60 29.40

IRON0512-021 05/03/2021

ASHLAND, BAYFIELD, BURNETT, DOUGLAS, IRON, LINCOLN, ONEIDA, PRICE, SAWYER, VILAS AND WASHBURN COUNTIES

Rates Fringes

IRONWORKER.....\$ 35.09 31.80

LAB00113-004 06/01/2020

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Laborers: (Open Cut)		
Group 1\$	16.38	21.08
Group 2	18.65	21.08
Group 3\$	22.19	21.08
Group 4\$	31.56	21.08
Group 5\$	31.70	21.08
Group 6\$	31.76	21.08
Group 7\$	34.77	21.08
Group 8\$	37.59	21.08
Group 9\$	38.23	21.08

# LABORERS CLASSIFICATIONS [OPEN CUT]

GROUP 1: Yard Laborer

GROUP 2: Landscaper

GROUP 3: Flag Person

GROUP 4: Paving Laborer

GROUP 5: General Laborer on Surface; Top Man

GROUP 6: Mud Mixer

GROUP 7: Mucker; Form Stripper; Bottom Digger and Misc; Bottom Man and Welder on Surface

GROUP 8: Concrete Manhole Builder; Caisson Worker; Miner; Pipe Layer; Rock Driller and Joint Man; Timber Man and Concrete Brusher; Bracer in Trench Behind Machine & Tight Sheeting; Concrete Formsetter and Shoveler; Jackhammer Operator

GROUP 9: Blaster

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LAB00113-005 06/01/2020

SEWER, TUNNEL & UNDERGROUND

KENOSHA AND RACINE COUNTIES

	Rates	Fringes
Laborers:		
Group	1\$ 23.05	21.08
Group	2\$ 28.98	21.08
Group	3\$ 32.34	21.08
Group	4\$ 34.11	21.08

TUNNEL WORK UNDER COMPRESSED AIR: 0-15 lbs add \$1.00, 15-30 lbs add \$2.00, over 30 lbs add \$3.00

# LABORERS CLASSIFICATIONS

### GROUP 1: Flagperson

GROUP 2: Top Man, General Laborer, Wellpoint Installation, Wire Mesh and Reinforcement, Concrete Worker, Form Stripper, Strike-off Work

GROUP 3: Machine and Equipment Operator, Sheeting, Form Setting, Patch Finisher, Bottom Man, Joint Sawer, Gunnite Man, Manhole Builder, Welder-Torchman, Blaster, Caulker, Bracer, Bull Float, Conduit Worker, Mucker and Car Pusher, Raker and Luteman, Hydraulic Jacking of Shields, Shield Drivers, Mining Machine, Lock Tenders, Mucking Machine Operator, Motor Men & Gauge Tenders and operation of incidental Mechanical Equipment and all Power Driven Tools

GROUP 4: Pipelayer, Miner and Laser Operator

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LAB00113-008 06/01/2020

MILWAUKEE, OZAUKEE, WASHINGTON & WAUKESHA COUNTIES

	Rates	Fringes
Laborers: (Tunnel-Free Air)		
Group 1	\$ 22.19	21.08
Group 2	\$ 31.70	21.08
Group 3	\$ 31.76	21.08
Group 4	\$ 34.77	21.08
Group 5	\$ 34.91	21.08
Group 6	\$ 37.59	21.08
Group 7	\$ 38.23	21.08

## LABORERS CLASSIFICATIONS [TUNNEL - FREE AIR]:

GROUP 1: Flagperson

GROUP 2: General Laborer on surface; Tower Man

GROUP 3: Saw Man; Top Man

GROUP 4: Form Stripper; Car Pusher

GROUP 5: Mucker; Dinkey; Welder (rate on surface)

GROUP 6: Concrete Manhole Builder; Mucking Machine; Miner; Mining Machine; Welder; Rock Driller; Concrete Buster; Jack Hammer Operator; Caisson Worker; Pipelayer and Joint Man; Bracerman

GROUP 7: Blaster

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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]:

<sup>\*</sup> LAB00113-009 06/01/2020

\*Compressed Air 15 - 30 lbs add \$2.00 to all classifications \*Compressed Air over 30 lbs add \$3.00 to all classifications

GROUP 1: Flagperson

GROUP 2: General Laborer on surface

GROUP 3: Lock Tender on surface

GROUP 4: Form Stripper; Car Pusher

GROUP 5: Mucker; Dinkey

GROUP 6: Mucking Machine; Miner; Mining Machine; Welder & Rock Driller; Lock Tender in tunnel; Concrete Buster; Jack Hammer Operator; Caisson Worker; Pielayer and Joint Man; Bracerman; Nozzle Man on Gunite; Timber Man; Concrete Brusher

GROUP 7: Blaster

NOTE: Hazardous & Toxic Waste Removal: add \$0.15 per hour.

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#### LABO0140-005 06/01/2020

ADAMS, ASHLAND, BARRON, BROWN, BUFFALO, CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DODGE, DOOR, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IOWA, JACKSON, JEFFERSON, JUNEAU, LACROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE, POLK, PORTAGE, PRICE, RICHLAND, ROCK, RUSK, ST CROIX, SAUK, SAWYER, SHAWANO, SHEBOYGAN, TAYLOR, TREMMPEALEAU, VERNON, VILAS, WALWWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	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 Sawer; Gunnite Man; Manhole Builder; Welder; Torchman; Blaster; Caulker Bracer; Bull Float; Mucker and Car Pusher; Raker and Luteman; Hydraulic jacking of shields, Shield Drivers; Mining Machine; Lock Tenders; Mucking Machine Operators; Motor Men and Gauge Tenders; Power Tool Operators

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#### LAB00464-002 06/01/2020

#### DANE AND DOUGLAS COUNTIES

	Rates	Fringes
LABORER		
Group 1	\$ 29.23	17.88
Group 2	\$ 31.43	17.88
Group 3	\$ 31.63	17.88
Group 4	\$ 32.38	17.88

FOR ALL TUNNEL WORK UNDER COMPRESSED AIR: 0 - 15 lbs add \$1.00, 15- 30 lbs add \$2.00, over 30 lbs add \$3.00

## LABORERS CLASSIFICATIONS:

#### GROUP 1: Flagperson

GROUP 2: General Laborer; Wellpoint Installation; Concrete Worker; Form Stripper; Strike Off worker

GROUP 3: Sheeting Formsetting; Patch Finisher; Bottom Man; Joint Sawer; Gunnite Man; Manhole Builder; Welder; Torchman; Blaster; Caulker Bracer; Bull Float; Mucker and Car Pusher; Raker and Luteman; Hydraulic jacking of shields, Shield Dirvers; Mining Machine; Lock Tenders; Mucking Machine Operators; Motor Men and Gauge Tenders; Power Tool Operators

GROUP 4: Pipelayer, Miner, and Laser Operator

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LAB01091-010 06/01/2020

BAYFIELD, BURNETT, IRON, SAWYER, AND WASHBURN COUNTIES

	Rates	Fringes
Laborers: (SEWER & WATER)		
Group 1	\$ 29.02	17.88
Group 2	\$ 31.08	17.88
Group 3	\$ 31.28	17.88
Group 4	\$ 32.03	17.88

FOR ALL TUNNEL WORK UNDER COMPRESSED AIR:

0 - 15 lbs add \$1.00, 15-30 lbs add \$2.00, over 30 lbs add \$3.00

## LABORERS CLASSIFICATIONS:

## GROUP 1: Flagperson

GROUP 2: Laborers, Wellpoint Installation; Form Stripper; Strike Off worker

GROUP 3: Sheeting Formsetting; Patch Finisher; Bottom Man; Joint Sawer; Gunnite Man; Manhole Builder; Welder; Torchman; Blaster; Caulker Bracer; Bull Float; Mucker and Car Pusher; Raker and Luteman; Hydraulic jacking of

shields, Shield Dirvers; Mining Machine; Lock Tenders; Mucking Machine Operators; Motor Men and Gauge Tenders; Power Tool Operators

GROUP 4: Pipelayer, Miner, and Laser Operator

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#### PLAS0599-010 06/01/2017

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
Area 1	\$ 39.46	17.17
Area 2 (BAC)	\$ 35.07	19.75
Area 3	\$ 35.61	19.40
Area 4	\$ 34.70	20.51
Area 5	\$ 36.27	18.73
Area 6	\$ 32.02	22.99

#### AREA DESCRIPTIONS

AREA 1: BAYFIELD, DOUGLAS, PRICE, SAWYER, AND WASHBURN COUNTIES

AREA 2: ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

AREA 3: BUFFALO, CRAWFORD, EAU CLAIRE, JACKSON, JUNEAU, LA CROSSE MONROE, PEPIN, PIERCE, RICHLAND, TREMPEALEAU, AND VERNON COUNTIES

AREA 4: MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

AREA 5: DANE, GRANT, GREEN, IOWA, LAFAYETTE, AND ROCK COUNTIES

### AREA 6: KENOSHA AND RACINE COUNTIES

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TEAM0039-001 06/01/2021

	Rates	Fringes
TRUCK DRIVER  1 & 2 Axles  3 or more Axles; Euclids, Dumptor & Articulated,	.\$ 32.57	23.81
Truck Mechanic	.\$ 32.72	23.81
WELL DRILLER	.\$ 16.52	3.70

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave

for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

# Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union, which prevailed in the survey for this classification, which in this example would be Plumbers 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

## Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average

calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Division National Office Branch of Wage Surveys. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator U.S. Department of Labor

200 Constitution Avenue, N.W. Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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 01/07/2022

0 01/0//2022 1 01/21/2022

BOIL0107-001 01/01/2021

1	Rates	Fringes
BOILERMAKER Boilermaker\$	39.52	31.50
Small Boiler Repair (under 25,000 lbs/hr)\$	26.91	16.00

CRAWFORD, JACKSON, JUNEAU, LA CROSSE, MONROE, TREMPEALEAU, AND VERNON COUNTIES

	Rates	Fringes
BRICKLAYER	.\$ 35.31	24.7 7
BRWI0002-002 06/01/2020		
ASHLAND, BAYFIELD, DOUGLAS, AND	IRON COUNTIES	
	Rates	Fringes
BRICKLAYER	.\$ 42.77	23.47
BRWI0002-005 06/01/2020		
ADAMS, ASHLAND, BARRON, BROWN, BCLARK, COLUMBIA, DODGE, DOOR, DUFOREST, GREEN LAKE, IRON, JEFFER LINCOLN, MANITOWOC, MARATHON, MAOCONTO, ONEIDA, OUTAGAMIE, POLK, SHAWANO, SHEBOYGAN, TAYLOR, VILAWINNEBAGO, AND WOOD COUNTIES	NN, FLORENCE, FO SON, KEWAUNEE, L RINETTE, MARQUET PORTAGE, RUSK,	OND DU LAC,  ANGLADE,  TE, MENOMINEE,  ST CROIX, SAUK,
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	.\$ 36.68	23.40
BRWI0003-002 06/01/2020		
BROWN, DOOR, FLORENCE, KEWAUNEE,	MARINETTE, AND	OCONTO COUNTIES
	Rates	Fringes
BRICKLAYER	.\$ 35.68	24.40
BRWI0004-002 06/01/2020		
KENOSHA, RACINE, AND WALWORTH CO	UNTIES	
	Rates	Fringes
BRICKLAYER	•	25.53
BRWI0006-002 06/01/2020		
ADAMS, CLARK, FOREST, LANGLADE, ONEIDA, PORTAGE, PRICE, TAYLOR,		
	Rates	Fringes
BRICKLAYER	.\$ 36.60	23.48
BRWI0007-002 06/01/2020		
GREEN, LAFAYETTE, AND ROCK COUNT	IES	
	Rates	Fringes
BRICKLAYER	.\$ 37.07	24.72

BRWI0008-002 06/01/2020		
MILWAUKEE, OZAUKEE, WASHINGTON,	AND WAUKESH	A COUNTIES
	Rates	Fringes
BRICKLAYER		24.32
BRWI0009-001 06/01/2020		
GREEN LAKE, MARQUETTE, OUTAGAM AND WINNEBAGO COUNTIES	E, SHAWANO,	WAUPACA, WASHARA,
	Rates	Fringes
BRICKLAYER BRWI0011-002 06/01/2020	\$ 35.68	24.40
CALUMET, FOND DU LAC, MANITOWOO	C, AND SHEBOY	GAN 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, CHIPP PIERCE, POLK, RUSK, ST. CROIX,		
	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 2	29), POLK (W. of Hwys

BURNETT (W. of Hwy 48), PIERCE (W. of Hwy 29), POLK (W. of Hwys 35, 48 & 65), AND ST. CROIX (W. of Hwy 65) COUNTIES

	Rates	Fringes
Carpenter & Piledrivermen	.\$ 36.85	18.39

CARP0252-002 06/01/2016

ADAMS, BARRON, BAYFIELD (Eastern 2/3), BROWN, BUFFALO, BURNETT (E. of Hwy 48), CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DANE, DODGE, DOOR, DUNN, EAU CLAIRE, FLORENCE (except area bordering Michigan State Line), FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IOWA, IRON, JACKSON, JEFFERSON, JUNEAU, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE (except N.E. corner), MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE (E. of Hwys 29 & 65), POLK (E. of Hwys 35, 48 & 65), PORTAGE, PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST CROIX (E. of Hwy 65), TAYLOR, TREMPEALEAU, VERNON, VILAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
CARPENTER		
CARPENTER	\$ 33.56	18.00
MILLWRIGHT	\$ 35.08	18.35
PILEDRIVER	\$ 34.12	18.00

CARP0252-010 06/01/2016

ASHLAND COUNTY

	Rates	Fringes	
Carpenters			
Carpenter	\$ 33.56	18.00	
Millwright	\$ 35.08	18.35	
Pile Driver		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		22.69 22.69
CARP2337-003 06/01/2019		
	Rates	Fringes
MILLWRIGHT Zone AZone B		21.53 21.53
ZONE DEFINITIONS		
ZONE A: MILWAUKEE, OZAUKEE, WAUK	ESHA AND WASHING	GTON COUNTIES
ZONE B: KENOSHA & RACINE COUNTIE	S	
* ELEC0014-002 12/26/2021		
ASHLAND, BARRON, BAYFIELD, BUFFA (except Maryville, Colby, Unity, Sherwood), CRAWFORD, DUNN, EAU CCROSSE, MONROE, PEPIN, PIERCE, PCROIX, SAWYER, TAYLOR, TREMPEALE COUNTIES	Sherman, Fremor LAIRE, GRANT, IF OLK, PRICE, RICE	nt, Lynn & RON, JACKSON, LA HLAND, RUSK, ST
	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, inst removal of teledata facilities including outside plant, telep interconnect, terminal equipme fiber optic cable and equipmen bypass, CATV, WAN (wide area n networks), and ISDN (integrate	(voice, data, a hone and data in nt, central off: t, micro waves, etworks), LAN (1	and video) nside wire, ices, PABX, V-SAT, local area
ELEC0127-002 06/01/2020		
KENOSHA COLINTY		

KENOSHA COUNTY

BROWN, DOOR, KEWAUNEE, MANITOWOC (except Schleswig),

MARINETTE(Wausuakee and area South thereof), OCONTO, MENOMINEE (East of a ine 6 miles West of the West boundary of Oconto County), SHAWANO (Except Area North of Townships of Aniwa and Hutchins) COUNTIES

	Rates	Fringes	
ELECTRICIAN	\$ 36.14	29.75%+10.26	
ELEC0159-003 05/30/2021			

COLUMBIA, DANE, DODGE (Area West of Hwy 26, except Chester and Emmet Townships), GREEN, LAKE (except Townships of Berlin, Seneca, and St. Marie), IOWA, MARQUETTE (except Townships of Neshkoka, Crystal Lake, Newton, and Springfield), and SAUK COUNTIES

	Rates	Fringes	
ELECTRICIAN	\$ 43.38	23.13	
FLFC0219-004 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 unde	r	
\$180,000	\$ 31.75	21.73
* FLECCOAD COE OF (30 /2004		

<sup>\*</sup> 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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ELEC0494-005 06/01/2021

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

Rates Fringes

Electricians:.....\$ 44.39 25.67

ELEC0494-006 06/01/2021

CALUMET (Township of New Holstein), DODGE (East of Hwy 26 including Chester Township), FOND DU LAC, MANITOWOC (Schleswig), and SHEBOYGAN COUNTIES

Rates Fringes
Electricians:......\$37.91 22.74

ELEC0494-013 06/01/2021

DODGE (East of Hwy 26 including Chester Twp, excluding Emmet Twp), FOND DU LAC (Except Waupuin), MILWAUKEE, OZAUKEE, MANITOWOC (Schleswig), WASHINGTON, AND WAUKESHA COUNTIES

\_\_\_\_\_\_

Rates Fringes

Sound & Communications
Installer.....\$ 22.39 18.80
Technician.....\$ 32.49 20.26

Installation, testing, maintenance, operation and servicing of all sound, intercom, telephone interconnect, closed circuit TV systems, radio systems, background music systems, language laboratories, electronic carillion, antenna distribution systems, clock and program systems and low-voltage systems such as visual nurse call, audio/visual nurse call systems, doctors entrance register systems. Includes all wire and cable carrying audio, visual, data, light and radio frequency signals. Includes the installation of conduit, wiremold, or raceways in existing structures that have been occupied for six months or more where required for the protection of the wire or cable, but does not mean a complete conduit or raceway system. work covered does not include the installation of conduit, wiremold or any raceways in any new construction, or the installation of power supply outlets by means of which external electric power is supplied to any of the foregoing equipment or products

## ELEC0577-003 06/01/2021

CALUMET (except Township of New Holstein), GREEN LAKE (N. part including Townships of Berlin, St Marie, and Seneca), MARQUETTE (N. part including Townships of Crystal Lake, Neshkoro, Newton, and Springfield), OUTAGAMIE, WAUPACA, WAUSHARA, AND WINNEBAGO COUNTIES

Electricians:.....\$ 35.66 29.50%+10.00

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#### ELEC0890-003 06/01/2021

DODGE (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE, RACINE (Burlington Township), ROCK AND WALWORTH COUNTIES

Rates	Fringes

Electricians:.....\$ 39.00 25.95%+11.17

ELEC0953-001 06/02/2019

F	Rates	Fringes
Line Construction: (1) Lineman\$	47.53	21.43
<ul><li>(2) Heavy Equipment</li><li>Operator\$</li><li>(3) Equipment Operator\$</li><li>(4) Heavy Groundman Driver\$</li></ul>	38.02 33.27	19.80 18.40 16.88
<pre>(5) Light Groundman Driver\$ (6) Groundsman\$</pre>		16.11 14.60

ENGI0139-001 06/01/2020

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
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

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 Sweeeprs; Lift Slab Machine; Roller under 5 tons; Industrial Locomotives; Fireman (Pile Drivers and Derricks); Pumps (well points); Hoists, automatic; A-Frames and Winch Trucks; Hoists (tuggers); Boats (Tug, Safety, Work Barges and Launches); Assistant Engineer

GROUP 6: Shouldering Machine Operator; Farm or Industrial Tractor mounted equipment; Post Hole Digger; Auger (vertical and horizontal); Skid Steer Loader with or without attachments; Robotic Tool Carrier with or without

attachments; Power Pack Vibratory/Ultra Sound Driver and Extractor; Fireman (Asphalt Plants); Screed Operator; Stone Crushers and Screening Plants; Air, Electric, Hydraulic Jacks (Slip Form); Prestress Machines; Air Compressor, 400 CFM or over; Refrigeration Plant/Freese Machine; Boiler Operators (temporary heat); Forklifts; Welding Machines; Generators; Pumps over 3""; Heaters, Mechanical; Combination small equipment operator; Winches, small electric; Oiler; Greaser; Rotary Drill Tender; Conveyor; Elevator Operator

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IRON0008-002 06/01/2021

BROWN, CALUMET, DOOR, FOND DU LAC, KEWAUNEE, MANITOWOC, MARINETTE, OCONTO, OUTAGAMI, SHAWANO, SHEBOYGAN, AND WINNEBAGO COUNTIES:

Rates Fringes

IRONWORKER.....\$ 38.77 28.15

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

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IRON0008-003 06/01/2021

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WALWORTH (N.E. 2/3), WASHINGTON, AND WAUKESHA COUNTIES

Rates Fringes

IRONWORKER.....\$ 40.57 28.40

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

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IRON0383-001 06/06/2021

ADAMS, COLUMBIA, CRAWFORD, DANE, DODGE, FLORENCE, FOREST, GRANT, GREENE, (Excluding S.E. tip), GREEN LAKE, IOWA, JEFFERSON, JUNEAU, LA CROSSE, LAFAYETTE, LANGLADE, MARATHON, MARQUETTE, MENOMINEE, MONROE, PORTAGE, RICHLAND, ROCK (Northern area, vicinity of Edgerton and Milton), SAUK, VERNON, WAUPACA, WAUSHARA, AND WOOD COUNTIES

Rates Fringes

IRONWORKER.....\$ 37.75 27.06

IRON0512-008 06/03/2019

BARRON, BUFFALO, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, JACKSON, PEPIN, PIERCE, POLK, RUSK, ST CROIX, TAYLOR, AND TREMPEALEAU COUNTIES

Rates Fringes

IRONWORKER.....\$ 37.60 29.40

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 Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagperson; traffic control person

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LABO0113-003 06/01/2021

## OZAUKEE AND WASHINGTON COUNTIES

	1	Rates	Fringes
LABORER			
Group	1\$	30.65	22.26
Group	2\$	30.75	22.26
Group	3\$	30.80	22.26
Group	4\$	31.00	22.26
Group	5\$	30.85	22.26
Group	6\$	27.74	22.26

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated);

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson and Traffic Control Person

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LABO0113-011 06/01/2021

## KENOSHA AND RACINE COUNTIES

	1	Rates	Fringes
LABORER			
Group	1\$	30.46	22.26
Group	2\$	30.61	22.26
Group	3\$	30.81	22.26
Group	4\$	30.78	22.26
Group	5\$	31.11	22.26
Group	6\$	27.60	22.26

#### LABORERS CLASSIFICATIONS:

GROUP 1: General laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagman; traffic control person

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LAB00140-002 06/01/2020

ADAMS, ASHLAND, BARRON, BAYFIELD, BROWN, BUFFALO, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DODGE, DOOR,

DOUGLAS, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IRON, JACKSON, JUNEAU, IOWA, JEFFERSON, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE, POLK, PORTAGE, PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST. CROIX, TAYLOR, TREMPEALEAU, 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; Bitminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator, Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk and Pavement); Strike Off Man

GROUP 4: Line and Grade Secialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson; Traffic Control

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LAB00464-003 06/01/2020

DANE COUNTY

	R	lates	Fringes
LABORER			
Group	1\$	34.00	17.95
Group	2\$	34.10	17.95
Group	3\$	34.15	17.95
Group	4\$	34.35	17.95
Group	5\$	34.20	17.95
Group	6\$	30.35	17.95

#### LABORERS CLASSIFICATIONS:

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and

Utility Man); Batch Truck Dumper or Cement Handler; Bituminious Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man GROUP 4: Line and Grade Specialist GROUP 5: Blaster; Powderman GROUP 6: Flagperson and Traffic Control Person PAIN0106-008 05/01/2017 ASHLAND, BAYFIELD, BURNETT, AND DOUGLAS COUNTIES 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	• • • • • • • • • •	\$ 24.2	11	12.15	
PAIN0259-004 05/0	1/2015				
BUFFALO, CRAWFORD, VERNON COUNTIES	JACKSON, L	_A CROSSE,	MONROE,	TREMPEALEAU,	AND

	Rates	Fringes
PAINTER	\$ 22.03	12.45

PAIN0781-002 06/01/2021

JEFFERSON, MILWAUREE, OZAUREE, WA	, FIDE DISTILLE	AND WAUKESHA COUNTIES
	Rates	Fringes
Painters: Bridge Brush Spray & Sandblast	.\$ 35.95	24.50 24.50 24.50
PAIN0802-002 06/01/2021		
COLUMBIA, DANE, DODGE, GRANT, GRE ROCK, AND SAUK COUNTIES	EEN, IOWA, I	AFAYETTE, RICHLAND,
	Rates	Fringes
PAINTER Brush	.\$ 29.98	18.78
PREMIUM PAY: Structural Steel, Spray, Bridge hour.	es = \$1.00	additional per
PAIN0802-003 06/01/2021		
ADAMS, BROWN, CALUMET, CLARK, DOO LAKE, IRON, JUNEAU, KEWAUNEE, LAN MARATHON, MARINETTE, MARQUETTE, N OUTAGAMIE, PORTAGE, PRICE, SHAWAN WAUSHARA, WAUPACA, WINNEBAGO, AND	NGLADE, LING MENOMINEE, NO, SHEBOYO	COLN, MANITOWOC, OCONTO, ONEIDA, GAN, TAYLOR, VILAS,
	Rates	Fringes
PAINTER	.\$ 29.98	18.78
PAIN0934-001 06/01/2021		
KENOSHA AND WALWORTH COUNTIES		
	Rates	Fringes
Painters: Brush Spray Structural Steel	\$ 37.52	23.27 23.27 23.27
PAIN1011-002 06/06/2021		
FLORENCE COUNTY		
	Rates	Fringes
Painters: PLAS0599-010 06/01/2017	.\$ 26.71	14.38
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER Area 1		17.17 19.75

19.40

COUNT			Rates	Fringes
	ILJ			
	•	n), GREEN, J	EFFERSON, LAFAYETT	E, AND ROCK
PLUM	10075-004 0			
			\$ 40.27	
			Rates	Fringes
MILWA	UKEE, OZAU	KEE, WASHING	TON, AND WAUKESHA	COUNTIES
PLUM	10075-002 0	6/01/2016		
PLUMB	ER			20.72
			Rates	Fringes
ASHLA COUNT	-	LD, BURNETT,	DOUGLAS, IRON, SA	WYER, AND WASHBURI
PLUM	10011-003 0	5/07/2018		
AREA	6: KENOSH	A AND RACINE	COUNTIES	
	A 5: DANE	, GRANT, GRE	EN, IOWA, LAFAYETT	E, AND ROCK
ARE	A 4: MILWA	UKEE, OZAUKE	E, WASHINGTON, AND	WAUKESHA COUNTIES
CRO		, PEPIN, PIE	, EAU CLAIRE, JACK RCE, RICHLAND, TRE	
CHI FON LAN MAR POR VIL	PPEWA, CLAI ID DU LAC, I IGLADE, LIN QUETTE, MEI TAGE, RUSK	RK, COLUMBIA FOREST, GREE COLN, MANITO NOMINEE, OCC , ST CROIX,	BARRON, BROWN, BUR  DODGE, DOOR, DUN  LAKE, IRON, JEFF  WOC, MARATHON, MAR  NTO, ONEIDA, OUTAG  SAUK, SHAWANO, SHE  WAUSHARA, WINNEBA	N, FLORENCE, ERSON, KEWAUNEE, INETTE, AMIE, POLK, BOYGAN, TAYLOR,
	INTIES		DARROW BROWN BUR	NETT CALLIMET
			S, PRICE, SAWYER,	AND WASHBURN
	DESCRIPTION		32.02	22.33
			\$ 36.27	18.73 22.99

Rates Fringes

PLUMBER	\$ 38.82	20.12			
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 C	KENOSHA, RACINE, AND WALWORTH COUNTIES				
	Rates	Fringes			
Plumber and Steamfitter	•	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, TREMPEALEAU, VERNON, VILAS, AND WOOD COUNTIES					
	Rates	Fringes			
PIPEFITTER	•	20.72			
PLUM0601-003 06/01/2021					
DODGE (Watertown), GREEN, JEFFERSON, LAFAYETTE, MILWAUKEE, OZAUKEE, ROCK, WASHINGTON AND WAUKESHA COUNTIES					
	Rates	Fringes			
PIPEFITTER	•	27.80			
PLUM0601-009 06/01/2021					
COLUMBIA, DANE, IOWA, MARQUETTE	, RICHLAND AN	D SAUK COUNTIES			
	Rates	Fringes			
PIPEFITTER		26.05			
TEAM0039-002 06/01/2021					
	Pates	Eningos			

Rates Fringes

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
	Naces	Litilges

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.

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#### WAGE DETERMINATION APPEALS PROCESS

- 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.

\_\_\_\_\_\_

END OF GENERAL DECISION"



# **Wisconsin Department of Transportation**

January 28, 2022

**Division of Transportation Systems Development** 

Bureau of Project Development 4822 Madison Yards Way, 4<sup>th</sup> Floor South Madison, WI 53705

Telephone: (608) 266-1631 Facsimile (FAX): (608) 266-8459

#### **NOTICE TO ALL CONTRACTORS:**

Proposal #017: 2722-07-71, WISC 2022168

**Moorland Road** 

I 94 to W Bluemound Road

CTH O

**Waukesha County** 

3700-00-70

CTH O Signals & Fiber Rehab USH 18 to IH 94 WB Ramps

CTH O

**Waukesha County** 

### Letting of February 8, 2022

This is Addendum No. 01, which provides for the following:

#### Schedule of Items:

Revised Bid Item Quantities										
Bid Item	Item Description  Unit Old Revised Prop Quantity Quantity To									
SPV.0060.03	Expose Existing Utility	Each	4	16	20					

#### **Plan Sheets:**

	Revised Plan Sheets
Plan Sheet	Plan Sheet Title (brief description of changes to sheet)
220	Miscellaneous Quantities (Plan Sheet Revised)

	Added Plan Sheets							
Plan Sheet	Plan Sheet Lifle (brief description of changes to sheet)							
70A	Traffic Control Detail Adjusting Pull Boxes (Plan Sheet Added to traffic signal plans)							

#### Schedule of Items

Attached, dated January 28, 2022, are the revised Schedule of Items Page 16.

#### **Plan Sheets**

The following 11 x 17-inch sheets are attached and made part of the plans for this proposal:

Revised: 220 Added: 70A

The responsibility for notifying potential subcontractors and suppliers of these changes remains with the prime contractor.

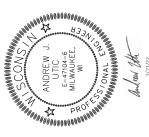
Sincerely,

Mike Coleman

Proposal Development Specialist Proposal Management Section

**END OF ADDENDUM** 

Addendum No. 01 ID 2722-07-71 Added Sheet 70A January 28, 2022





- EXISTING PULL BOX

# ADJUSTING PULL BOXES

TO BE USED FOR PULL BOXES LOCATED UNDER ASPHALTIC SURFACE TEMPORARY PAVEMENT

SEE SIGNAL PLANS FOR LOCATIONS

1. CUT AND SENDIC EXSTING PULL BOXTO AN ELEVATION THAT IS AT LEXST ONE INCH LOWER THAN THE BOTTOM OF ASPHALTIC SUBRACE TEMPORARY PAYMENT BY LOW CASC PROFESS.

2. PARKENETS AND SENDING PULL BOX SENDING SENDING PULL BOX SENDING SHALL BOX SENDING PULL BOX SENDING SENDING SENDING SENDING PULL BOX SENDING PULL BOX SENDING PULL BOX SENDING PULL BOX SENDING SE

2722-07-71 PROJECT NO:

COUNTY: WAUKESHA

HWY: MOORLAND ROAD (CTH O)

TRAFFIC CONTROL DETAILS

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SHEET

2

- REMOVE EXISTING PULL BOX TO 1" LOWER THAN BOTTOM OF ASPHALTIC SURFACE TEMPORARY

COVER PLATE TEMPORARY

	2E TE	į						2-07	-71										OTED	ш
	HEADNOO SWIME	690.0250 LF	1,035	798 1,061	724	3,618	Revise Janua		eet 22 , 2022	0		SPV.0165.02 WALL MODULAR BLOCK	GRAVITY LANDSCAPE SF	820 314	741	2,103			OTHERWISE N	OUEET.
į	TING SAWTNG ASPHALT	690.0150 LF	34	140 210	96	481					AINING WALLS	SPY WALL M	GRAVI) STATION	56+77 LT 76+94 LT		FOTAL			ALL ITEMS CATEGORY 0010 UNLESS OTHERWISE NOTED	
	SAWCUTTING	TO STATION	. 52+00	67+00	UNDISTRIBUTED	PROJECT TOTAL					MODULAR BLOCK RETAINING WALLS		STATION TO STA	55+40 - 56 <sup>-</sup> 71+10 - 76 <sup>-</sup>	73+40 - 75· 76+00 - 76·	PROJECT TOTAL			EMS CATEGORY	
		STATION T	36+51	52+00 67+00		R					MOD		STREET ST	CTH 0	00				ALL IT	
		STREET		CTH O									ST	00	00					- CHITITIES
	CATEGORY 0010	0010	0010	0010	0010	00100							SPV.0060.63	MONUMENTS	-	-				MISCELL ANEOLIS OLIVITIES
STAKING ITEMS	DESCRIPTION CONSTRUCTION STAKING STORM SEWER	CONSTRUCTION STAKING SUBGRADE CONSTRUCTION STAKING STRUCTURE LAYOUT (R-67-155) CONSTRUCTION STAKING STRUCTURE LAYOUT (R-67-156)	CONSTRUCTION STAKING STRUCTURE LAYOUT (8-67-109)	CONSTRUCTION STAKING CONCRETE PAVEMENT CONSTRUCTION STAKING ELECTIRCAL INSTALLATIONS (ID 2722-07-71)	CONSTRUCTION STAKING CURB RAMPS	CONSTRUCTION STAKING SLOPE STAKES  CONSTRUCTION STAKING SLOPE STAKES						SECTION CORNER MONUMENTS		STREET STA OFFSET	63+35.67 0	PROJECT TOTAL				COLINIX WALKERY
CONSTRUCTION STAKING ITEMS	CONSTRUCT	CONSTRUCTION STAK	CONSTRUCTION STAK	CONSTRUCTION ONSTRUCTION	CONSTRUC	CONSTRUCTION STAKING S						* *	SPV.0060.03 EXPOSE EXISTING	UTILITY EACH	16	16	RE ON PLAN	Commen		(C-HT2), GAOB GNA IBOOM :VWH
	UNIT	구 S S	rs FS	LF LS C	_	2 4						EXPOSE EXISTING UTILITY		LOCATION	UNDISTRIBUTED	TOTAL	WN ELSEWHEI			
	QUANTITY 40	6,992		6,992 1	Ξ,	6,922						EXPOSE EX			UND		ANTITY SHO	3		07-71
	ITEM 650.4000	650.4500	650.6500	650.7000	650.9000	650.9920				4				STREET	стн о		*ADDITIONAL QUANTITY SHOWN ELSEWHERE ON PLAN			DPO IECT NO: 9729-07-71





#### Proposal Schedule of Items

Page 16 of 20

Federal ID(s): WISC 2022168, N/A

SECTION: 0001 Roadway Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0460	678.0036 Install Fiber Optic Cable Outdoor Plant 36-CT	1,720.000 LF		·
0462	678.0300 Fiber Optic Splice	80.000 EACH	·	·
0464	678.0500 Communication System Testing	LS	LUMP SUM	
0466	690.0150 Sawing Asphalt	481.000 LF	<u> </u>	
0468	690.0250 Sawing Concrete	3,618.000 LF	<u> </u>	<u></u>
0470	715.0720 Incentive Compressive Strength Concrete Pavement	9,788.000 DOL	1.00000	9,788.00
0472	740.0440 Incentive IRI Ride	7,872.000 DOL	1.00000	7,872.00
0474	ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR	2,400.000 HRS	5.00000	12,000.00
0476	ASP.1T0G On-the-Job Training Graduate at \$5.00/HR	4,320.000 HRS	5.00000	21,600.00
0478	SPV.0060 Special 01. Traffic Signal Controller & Cabinet CTH O & Brookfield Square Dr	1.000 EACH		·
0480	SPV.0060 Special 02. Traffic Signal Controller & Cabinet CTH O & Brookfield Sq Mall North Dwy	1.000 EACH	<u> </u>	
0482	SPV.0060 Special 03. Expose Existing Utility	20.000 EACH		·
0484	SPV.0060 Special 05. Removing, Salvaging, & Reinstalling Light Poles, Luminaires, and Arms	17.000 EACH		
0486	SPV.0060 Special 10. Removing, Salvaging, &Reinstalling Electrical Service Meter Breaker Pedestal	1.000 EACH	<u> </u>	<u> </u>



## **Wisconsin Department of Transportation**

February 3, 2022

**Division of Transportation Systems Development** 

Bureau of Project Development 4822 Madison Yards Way, 4<sup>th</sup> Floor South Madison, WI 53705

Telephone: (608) 266-1631 Facsimile (FAX): (608) 266-8459

#### **NOTICE TO ALL CONTRACTORS:**

Proposal #17: 2722-07-71, WISC 2022168

**Moorland Road** 

I 94 to W Bluemound Road

CTH O

**Waukesha County** 

3700-00-70

CTH O Signals & Fiber Rehab USH 18 to IH 94 WB Ramps

CTH O

**Waukesha County** 

### Letting of February 8, 2022

This is Addendum No. 02, which provides for the following:

#### Plan Sheets:

	Revised Plan Sheets							
Plan Sheet	Plan Sheet Title (brief description of changes to sheet)							
437	R-67-155 Structures Plans (Plan Sheet <b>Revised</b> )							

The responsibility for notifying potential subcontractors and suppliers of these changes remains with the prime contractor.

Sincerely,

Mike Coleman

Proposal Development Specialist Proposal Management Section

**END OF ADDENDUM** 

