

# HIGHWAY WORK PROPOSAL

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

Proposal Number: **002**

<u>COUNTY</u>	<u>STATE PROJECT</u>	<u>FEDERAL</u>	<u>PROJECT DESCRIPTION</u>	<u>HIGHWAY</u>
Sauk	5090-05-60	WISC 2023576	Reedsburg - Baraboo; W Mulberry St To E V Limits	STH 033
Sauk	5090-05-61	N/A	Reedsburg - Baraboo; W Mulberry St To E V Limits	STH 033
Sauk	5090-05-71	WISC 2023577	C Baraboo, Eighth Street; W City Limit To Lincoln Avenue	STH 033
Sauk	5090-05-72	N/A	C Baraboo, Eighth Street; W City Limit To Lincoln Avenue	STH 033

**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: \$520,000.00 Payable to: Wisconsin Department of Transportation	Attach Proposal Guaranty on back of this PAGE.
Bid Submittal Date: August 8, 2023 Time (Local Time): 11:00 am	Firm Name, Address, City, State, Zip Code  <b>SAMPLE                  NOT FOR BIDDING PURPOSES</b>
Contract Completion Time November 15, 2024	This contract is exempt from federal oversight.
Assigned Disadvantaged Business Enterprise Goal <b>4%</b>	

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

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

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

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

\_\_\_\_\_  
 (Bidder Signature)

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

\_\_\_\_\_  
 (Print or Type Bidder Name)

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

\_\_\_\_\_  
 (Bidder Title)

Notary Seal

<b>Type of Work:</b> Excavation, Base, HMA Pavement, Curb and Gutter, Sidewalk, Storm Sewer, Guardrail, Signs, Pavement Marking, Street Lighting, Sanitary and Water Main.	<b>For Department Use Only</b>
Notice of Award Dated	Date Guaranty Returned

**PLEASE ATTACH  
PROPOSAL GUARANTY HERE**

## PROPOSAL REQUIREMENTS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

## BID PREPARATION

### Preparing the Proposal Schedule of Items

#### A. General

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

<https://wisconsin.gov/Pages/doing-bus/contractors/hcci/bid-let.aspx>

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

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

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

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

<https://wisconsin.gov/Pages/doing-bus/contractors/hcci/bid-let.aspx>

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

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

## B. Submitting Electronic Bids

### B.1 On the Internet

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

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

- (1) Download the latest schedule of items from the Wisconsin pages of the Bid Express web site reflecting the latest addenda posted on the department's web site at:  
<https://wisconsin.gov/Pages/doing-bus/contractors/hcci/bid-let.aspx>  
 Use Expedite™ software to prepare and print the schedule of items. Provide a valid amount for all price fields. Follow instructions and review the help screens provided on the Bid Express™ web site to assure that the schedule of items is prepared properly.

- (2) Staple an 8 1/2 by 11 inch printout of the Expedite™ generated schedule of items to the other proposal documents submitted to the department as a part of the bidder's sealed bid. As a separate submittal, not in the sealed bid envelope but due at the same time and place as the sealed bid, also provide the Expedite™ generated schedule of items on a 3 1/2 inch computer diskette or CD ROM. Label each diskette or CD ROM with the bidder's name, the 4 character department-assigned bidder identification code from the top of the bidding proposal, and a list of the proposal numbers included on that diskette or CD ROM as indicated in the following example:

**Bidder Name**

**BN00**

**Proposals: 1, 12, 14, & 22**

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

- (5) In addition to the reasons specified in section 102 of the standard specifications, proposals are irregular and the department may reject them for one or more of the following:
1. The check code printed on the bottom of the printout of the Expedite™ generated schedule of items is not the same on each page.
  2. The check code printed on the printout of the Expedite™ generated schedule of items is not the same as the check code for that proposal provided on the diskette or CD ROM.
  3. The diskette or CD ROM is not submitted at the time and place the department designates.

#### **B Waiver of Electronic Submittal**

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

**PROPOSAL BID BOND**

DT1303 1/2006

Wisconsin Department of Transportation

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

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

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

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

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

**PRINCIPAL**

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

\_\_\_\_\_  
(Signature and Title)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Signature and Title)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Signature and Title)

\_\_\_\_\_  
(Company Name)

\_\_\_\_\_  
(Signature and Title)

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

\_\_\_\_\_  
(Signature of Attorney-in-Fact)

**NOTARY FOR PRINCIPAL**

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

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

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

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

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

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

**Notary Seal**

**NOTARY FOR SURETY**

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

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

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

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

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

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

**Notary Seal**

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



# CERTIFICATE OF ANNUAL BID BOND

DT1305 8/2003

Wisconsin Department of Transportation

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

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

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

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

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

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



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

### Instructions for Certification

1. By signing and submitting this proposal, the prospective contractor is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective contractor to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department determined to enter into this transaction. If it is later determined that the contractor knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government the department may terminate this transaction for cause or default.
4. The prospective contractor shall provide immediate written notice to the department to whom this proposal is submitted if at any time the prospective contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective contractor agrees by submitting this proposal that, should this contract be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department entering into this transaction.
7. The prospective contractor further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," which is included as an addendum to PR- 1273 - "Required Contract Provisions Federal Aid Construction Contracts," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. The contractor may rely upon a certification of a prospective subcontractor/materials supplier that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A contractor may decide the method and frequency by which it determines the eligibility of its principals. Each contractor may, but is not required to, check the Disapproval List (telephone # 608/266/1631).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a contractor in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department may terminate this transaction for cause or default.

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

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

## Special Provisions

### Table of Contents

Article	Description	Page #
1.	General.....	4
2.	Scope of Work.....	4
3.	Prosecution and Progress.....	4
4.	Traffic. ....	6
5.	Holiday and Special Event Work Restrictions.....	9
6.	Utilities.....	9
7.	Municipality Acceptance of Sanitary Sewer and Water Main Construction.....	20
8.	Referenced Construction Specifications.....	20
9.	Timely Decision Making Manual. ....	21
10.	Information to Bidders, WPDES Transportation Construction General Permit (TCGP) for Storm Water Discharges.....	21
11.	Notice to Contractor – Traffic Signal Equipment Lead Time.....	21
12.	Traffic Signals, General.....	21
13.	Notice to Contractor – Sanitary Sewer and Water Main Materials Lead Time. ....	21
14.	Notice to Contractor – Backfilling for Sanitary Sewer Main and Water Main (Village). ....	21
15.	Notice to Contractor – Lighting Materials Lead Time.....	22
16.	Archaeological Sites.....	22
17.	Coordination with Businesses and Residents.....	22
18.	Public Convenience and Safety. ....	22
19.	Removing Railing, Item 204.9090.S.01 .....	23
20.	Base Aggregate Dense 3/4-Inch, Item 305.0110.....	23
21.	Base Aggregate Dense 1 1/4-Inch, Item 305.0120.....	23
22.	QMP Base Aggregate Dense 1 1/4-Inch Compaction, Item 371.2000.S.....	24
23.	QMP HMA Pavement Nuclear Density. ....	30
24.	Adjusting Manhole Covers. ....	33
25.	Removing Signs Type II, Item 638.2602.....	33
26.	Lamp, Ballast, LED, Switch Disposal by Contractor, Item 659.5000.S. ....	33
27.	Backfilling for Sanitary Sewer Main and Water Main (Village).....	34
28.	Imported Granular Backfill (for Sanitary Sewer), Item SPV.0035.01; Imported Granular Backfill (for Water Main), Item SPV.0035.02.....	35
29.	Remove Existing Valve Box, Item SPV.0060.01; Remove Existing Concrete Structure, Item SPV.0060.02; Remove Existing Hydrant, Item SPV.0060.03; Construction Staking Sanitary Sewer, Item SPV.0060.04; Construction Staking Water Main, Item SPV.0060.05; Sanitary Sewer Manhole, Item SPV.0060.06; Adjust Existing Sanitary Manhole, Item SPV.0060.07; Connect to Existing Sanitary Sewer Manhole, Item SPV.0060.08; Water Meter Structure with Bypass, Item SPV.0060.09; Adjust Existing Valve Box, Item SPV.0060.10; Plug 8-Inch, Item SPV.0060.11; Hydrant, Item SPV.0060.12; Valve & Box 10-Inch, Item SPV.0060.13; Valve & Box 8-Inch, Item SPV.0060.14; Valve & Box 6-Inch, Item SPV.0060.15; Tee 10-Inch x 8-Inch x 10-Inch, Item SPV.0060.16; Tee 10-Inch x 6-Inch x 10-Inch, Item SPV.0060.17; Tee 8-Inch x 8-Inch x 8-Inch, Item SPV.0060.18; Tee 8-Inch x 6-Inch x 8-Inch, Item SPV.0060.19; Bend 45 Degree 10-Inch, Item SPV.0060.20; Bend 90 Degree 8-Inch, Item SPV.0060.21; Bend 45 Degree 8-Inch, Item	

	SPV.0060.22; Reducer 10-Inch x 8-Inch, Item SPV.0060.23; Reducer 8-Inch x 6-Inch, Item SPV.0060.24; Sanitary Sewer Wye 8-Inch x 6-Inch w/ Tracer Wire & Terminal Box, Item SPV.0060.25; Corporation, Curb Stop, Box, & Reconnect 2-Inch, Item SPV.0060.26; Corporation, Curb Stop, Box, & Reconnect 1-Inch, Item SPV.0060.27; Connect to Existing Water Main, Item SPV.0060.28; Abandon Existing Water Main, Item SPV.0060.29. ....	36
30.	Poles Type 5M – Aluminum, Item SPV.0060.30; Festoon Receptacle and 45-Feet of 12 AWG Wire, Item SPV.0060.31; Banner Arm, Item SPV.0060.32; Flag Holder, Item SPV.0060.33; Planter Bracket, Item SPV.0060.34. ....	37
31.	Abandon Existing Water Service, City, Item SPV.0060.37. ....	38
32.	Abandon Existing Sanitary Service, City, Item SPV.0060.38. ....	39
33.	Gate Valve and Box 4-Inch, City, Item SPV.0060.39; Gate Valve and Box 6-Inch, City, Item SPV.0060.40; Gate Valve and Box 8-Inch, City, Item SPV.0060.41; Gate Valve and Box 10-Inch, City, Item SPV.0060.42; Gate Valve and Box 12-Inch, City, Item SPV.0060.43. ....	39
34.	Hydrant, City, Item SPV.0060.44. ....	40
35.	Curb Stop & Box 1-Inch, City, Item SPV.0060.45; Curb Stop & Box 2-Inch, City, Item SPV.0060.46. ....	42
36.	Corporation 1-Inch, City, Item SPV.0060.47; Corporation 2-Inch, City, Item SPV.0060.48. ....	42
37.	Connect to Existing Water Service, City, Item SPV.0060.49. ....	43
38.	Connect to Existing Water Main, Temporary, City, Item SPV.0060.50; Connect to Existing Water Main, City, Item SPV.0060.51. ....	44
39.	Lower Water Main, City, Item SPV.0060.52. ....	45
40.	Remove Hydrant, City, Item SPV.0060.53. ....	46
41.	Abandon Existing Water System, City, Item SPV.0060.54. ....	46
42.	Construction Staking Water Main, City, Item SPV.0060.55; Construction Staking Sanitary Sewer, City, Item SPV.0060.72. ....	46
43.	Remove Sanitary Manholes, City, Item SPV.0060.56. ....	47
44.	Replace Sanitary Service Wye, 8-Inch x 4-Inch, City, Item SPV.0060.57. ....	47
45.	Sanitary Manholes 4-Ft Diameter, City, Item SPV.0060.58; Sanitary Manholes 5-Ft Diameter, City, Item SPV.0060.59. ....	48
46.	Sanitary Manhole Outside Drop Section, City, Item SPV.0060.60. ....	49
47.	Connect to Existing Sanitary Structure, City, Item SPV.0060.61. ....	50
48.	Connect to Existing Sanitary Sewer, City, Item SPV.0060.62. ....	51
49.	Connect to Existing Sanitary Sewer Service, City, Item SPV.0060.63. ....	51
50.	Sanitary Service Wye, 8-Inch x 4-Inch, City, Item SPV.0060.64; Sanitary Service Wye, 8-Inch x 6-Inch, City, Item SPV.0060.65; Sanitary Service Wye, 8-Inch x 8-Inch, City, Item SPV.0060.66; Sanitary Service Wye, 10-Inch x 4-Inch, City, Item SPV.0060.67; Sanitary Service Wye, 12-Inch x 4-Inch, City, Item SPV.0060.68; Sanitary Service Wye, 12-Inch x 6-Inch, City, Item SPV.0060.69. ....	52
51.	Salvaged Manhole Covers, City, Item SPV.0060.70. ....	53
52.	Abandon Existing Sewer System, City, Item SPV.0060.71. ....	53
53.	Remove, Disassemble, and Salvage Traffic Signals, STH 33 & Draper Street, Item SPV.0060.73; Remove, Disassemble, and Salvage Traffic Signals, STH 33 & Broadway, Item SPV.0060.74; Remove, Disassemble, and Salvage Traffic Signals, STH 33 & East Street, Item SPV.0060.75. ....	54
54.	Furnish and Install Traffic Signal Cabinet and Controller, STH 33 & Draper Street, Item SPV.0060.76; Furnish and Install Traffic Signal Cabinet and Controller, STH 33 & Broadway, Item SPV.0060.77; Furnish and Install Traffic Signal Cabinet and Controller, STH 33 & East Street, Item SPV.0060.78. ....	55

55.	Furnish and Install Video Vehicle Detection System STH 33 & Draper Street, Item SPV.0060.79; Furnish and Install Video Vehicle Detection System STH 33 & Broadway, Item SPV.0060.80; Furnish and Install Video Vehicle Detection System STH 33 & East Street, Item SPV.0060.81. ....	61
56.	Storm Sewer Tap, Item SPV.0060.90. ....	61
57.	Inlet Covers Type H-D, Item SPV.0060.91. ....	62
58.	Remove and Reinstall Existing Rectangular Rapid Flashing Beacon System, Item SPV.0060.92. ....	62
59.	Remove and Repair Existing Stone Retaining Wall, Item SPV.0060.93. ....	63
60.	Wall Pier Connection, Item SPV.0060.94. ....	63
61.	Adjusting Manhole Covers, Item SPV.0060.95. ....	64
62.	Field Facilities Office Space, Item SPV.0060.96. ....	64
63.	LED Luminaire, Item SPV.0060.97. ....	65
64.	Water Main Fittings, City, Item SPV.0085.01. ....	66
65.	Remove Existing Water Main, Item SPV.0090.01; Sanitary Sewer Pipe PVC 8-Inch, Item SPV.0090.02; Water Main Ductile Iron 10-Inch, Item SPV.0090.03; Water Main Ductile Iron 8- Inch, Item SPV.0090.04; Water Main Ductile Iron 6-Inch, Item SPV.0090.05; Sanitary Sewer Lateral PVC 6-Inch, Item SPV.0090.06; Water Service Copper 2-Inch, Item SPV.0090.07; Water Service Copper 1-Inch, Item SPV.0090.08. ....	67
66.	Water Main 4-Inch, City, Item SPV.0090.20; Water Main 6-Inch, City, Item SPV.0090.21; Water Main 8-Inch, City, Item SPV.0090.22; Water Main 10-Inch, City, Item SPV.0090.23; Water Main 12-Inch, City, Item SPV.0090.24. ....	67
67.	Water Service Copper Type K, 1-Inch, City, Item SPV.0090.25; Water Service Copper Type K, 2- Inch, City, Item SPV.0090.26. ....	71
68.	Sanitary Sewer PVC 6-Inch, City, Item SPV.0090.27; Sanitary Sewer PVC 8-Inch, City, Item SPV.0090.28; Sanitary Sewer PVC 10-Inch, City, Item SPV.0090.29; Sanitary Sewer PVC 12-Inch, City, Item SPV.0090.30. ....	72
69.	Sanitary Service PVC 4-Inch, City, Item SPV.0090.31; Sanitary Service PVC 6-Inch, City, Item SPV.0090.32; Sanitary Service PVC 8-Inch, City, Item SPV.0090.33. ....	76
70.	Rigid Insulation, 4-Ft x 8-Ft x 2-Inch, Item SPV.0165.01. ....	78
71.	Insulation, City, Item SPV.0165.10. ....	78
72.	Wall Modular Block Gravity Landscape (STA 63+23, RT) Item SPV.0165.20; Wall Modular Block Gravity Landscape (STA 65+68, RT) Item SPV.0165.21. ....	79
73.	Wisconsin Department of Natural Resources Clean Water Fund and Safe Drinking Water Loan Program Requirements for Sanitary Sewer and Water Main Construction. ....	83

## STSP'S Revised January 13, 2023

### SPECIAL PROVISIONS

#### 1. General.

Perform the work under this construction contract for Project IDs:

5090-05-60, Reedsburg – Baraboo, W Mulberry St to E V Limits, STH 33

5090-05-61, Reedsburg – Baraboo, W Mulberry St to E V Limits, STH 33

5090-05-71, C Baraboo, Eighth Street, W City Limit to Lincoln Avenue, STH 33

5090-05-72, C Baraboo, Eighth Street, W City Limit to Lincoln Avenue, STH 33

all located in Sauk County, Wisconsin as the plans show and execute the work as specified in the State of Wisconsin, Department of Transportation, Standard Specifications for Highway and Structure Construction, 2023 Edition, as published by the department, and these special provisions.

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

100-005 (20230113)

#### 2. Scope of Work.

The work under this contract shall consist of grading, storm sewer, sanitary sewer, water main, base aggregates, HMA pavement, concrete curb and gutter, concrete sidewalk, MGS guardrail, traffic and pedestrian signals, standard lighting, erosion control, sign structure, pavement marking, permanent signing, traffic control, minor retaining walls, 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.

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.

To revise the start date, submit a written request to the engineer at least 2 weeks before the intended start date. The engineer will approve or deny that request based on the conditions cited in the request and its effect on the department's scheduled resources.

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

Utilize the Dust Control Surface Treatment to minimize dust nuisance to the public resulting from construction or traffic on base aggregate.

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

Do not store equipment, vehicles, or materials within the temporary limited easements or private parking lots of any business parking or driving areas without the written approval of the engineer.

Notify residents and businesses 48 hours in advance if their direct access will be closed.

Conform the schedule of operations to the construction staging as shown in the traffic control plans and as described herein unless modifications to the schedule are approved in writing by the engineer.



Prosecution and progress meetings will be held one a week, the contractor's superintendent or appointed representative shall attend and provide a written or linear schedule of the next week's operations that conforms to standard spec 108.4. Subcontractor's representatives for ongoing subcontract work or work beginning within the next two weeks shall also attend the meeting. Agenda items at the meeting will include a review of the contractor's linear schedule, an evaluation of progress, and revisions to the schedule if necessary.

### **General Requirements for Village of West Baraboo Water Main and Sanitary Sewer**

The sanitary sewer and water main work under Project 5090-05-60 shall be performed per the requirements of the "*Village of West Baraboo Standard Sanitary Sewer Utility and Water Utility Specifications for WisDOT Let Projects, May 2023*".

A copy of these specifications is available for viewing during normal working hours at the Village of West Baraboo Village Hall located at 500 Cedar Street, West Baraboo, Wisconsin (phone: (608) 356-2516). A pdf copy of the specifications may be obtained at the office of MSA Professional Services, Inc. (MSA), 1230 South Boulevard, Baraboo, Wisconsin 53913 (phone: (608) 355-8964, email: [bstuczynski@msa-ps.com](mailto:bstuczynski@msa-ps.com)) upon receipt of a non-refundable reproduction, shipping and handling fee of \$30.

### **Village of West Baraboo and the City Baraboo Utilities**

The existing sanitary sewer and watermain systems serve users along the STH 33 corridor and portions of the Village of West Baraboo and the City of Baraboo to the north and south of the project. The sanitary sewer and watermain systems shall remain in service or the area served shall be provided temporary service until the new watermain and sanitary sewer mains are installed, tested, and accepted.

Sanitary sewer service shall not be interrupted. Notification of water service interruption is required. Water service interruptions to residences shall be limited to the time required to make temporary and final water service connections and shall be coordinated with the users. Water service interruptions shall not exceed 6 hours on any given working day. Water service interruptions to retail businesses shall be limited to the time required to make temporary and final water service connections and shall be coordinated with the business so the work does not interrupt their business operations. Notify the Village of West Baraboo Public Works Department and City of Baraboo Water & Sewer Department and all affected water users 48 hours in advance of service interruptions. Contact William Clary, Village of West Baraboo, (608)356-2516, and Tom Pinion, City of Baraboo, (608) 355-2730 for service outage coordination. Existing valves will be operated by Village of West Baraboo and City of Baraboo staff only unless prior arrangements have been made with city staff.

Provide the City Public Works Director, and the Village Public Works Director with a 7-day notice prior to the removal of street lighting and street signs.

Do not begin work on STH 33 between Station 24+00 and Station 44+00, including Draper Street and Park Street intersections and sideroads, and on STH 33 between Station 96+00 and Station 101+50, including Camp Street, Tuttle Street, and Wheeler Street intersections and sideroads, until after the last day of class at the public schools within the village and city limits (June 5, 2024).

### **Interim Completion and Liquidated Damages**

**Stage 1:** Complete all Stage 1 construction operations on STH 33 between Station 129+00 and Station 134+22, including the Taft Avenue intersections and sideroad and reopen the roadway by November 15, 2023 (winter shutdown). Do not reopen until completing the following work: grading, sanitary and water utilities, storm sewer, base course, lower and upper layer HMA pavement, curb and gutter, concrete sidewalks, curb ramps, permanent pavement marking and permanent signs.

If the contractor fails to complete the Stage 1 work by November 15, 2023, the department will assess the contractor \$2,185 in interim liquidated damages for each calendar day the Stage 1 contract work remains incomplete beyond 12:01 AM on November 16, 2023. 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 3A:** Complete all Stage 3A construction operations on STH 33 between Station 24+00 and Station 44+00, including the Draper Street and Park Street intersections and sideroads and reopen the roadway by August 29, 2024 (Thursday prior to Labor Day). Do not reopen until completing the following work: grading, sanitary and water utilities, storm sewer, base course, lower and upper layer HMA pavement, curb and gutter, concrete sidewalk, curb ramps, permanent pavement marking and permanent signs.

If the contractor fails to complete the Stage 3A work by August 29, 2024, the department will assess the contractor \$2,185 in interim liquidated damages for each calendar day the contract work remains incomplete beyond 12:01 AM on August 30, 2024. 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.

#### **4. Traffic.**

##### **General**

Perform this work according to standard spec 643, the Manual of Uniform Traffic Control Devices (MUTCD) and as hereinafter provided.

Construct this project using the detour as shown in the plans and the construction staging as shown in this section and as shown in the Traffic Staging Plans. Always maintain a minimum of 10 feet of width and a drivable aggregate surface on all roads for local access.

Place PCMS signs one week (7 days) prior to construction operations on STH 33 as shown on the portable changeable message sign overview plan.

Always maintain access to all businesses and private properties. Do not completely close access to a property without prior written approval from the engineer. Additional intermediate construction staging or staging gaps, not shown on the plans, may be necessary to maintain continuous access to all properties.

Residential property drive approaches may be closed for the minimum time required to construct new access approaches, unless otherwise directed by the engineer. Do not close any residential drive approach or remove it from service without giving a 24-hour notice to the occupants of the premises to remove their vehicles prior to removal or closing of the drive access.

If the contractor coordinates the closure of any vehicular and/or pedestrian access to a business or private property with the owner(s), provide written documentation of coordination with the owner(s) to the engineer.

Maintain pedestrian access within areas of existing sidewalk and crosswalks, as shown on the traffic control plan, and according to the Americans with Disabilities Act (ADA) Accessibility Guidelines (ADAAG) along STH 33 by means of existing or new sidewalk or temporary pedestrian surface as shown in the plan details.

Provide temporary crosswalk access as shown in the pedestrian access plan and under bid items Temporary Pedestrian Curb Ramp, Temporary Pedestrian Surface Asphalt and Temporary Pedestrian Barricade, according to the ADAAG, which are free from mud, sand, and other construction debris.

The traffic control plan allows for continuous access to property pedestrian entrance locations (front doors). The contractor may develop an alternate pedestrian plan that includes soliciting input from property owners, the village, the city, and the engineer to determine other access arrangements; or a short duration closure that is acceptable to the property owners, the village, the city, and the engineer. The alternate traffic control plan shall have the signatures of all property owners that are affected by the alternate plan and the approval of the village/city prior to submitting to the department for approval. The contractor shall submit, in writing, the alternate traffic control plan, along with the property owner signatures agreeing to the alternate plan, to the department for approval not less than 14 days prior to implementing the alternate traffic control plan.

No operations shall take place until all vehicular and pedestrian traffic control devices for such work are in the proper location.

Submit any traffic control change request to the engineer at least 72 hours prior to an actual traffic control change. A request does not constitute approval.

Keep appropriate emergency officials informed of routes within the construction area to provide emergency services. Always allow emergency vehicles access to these areas during construction. Allow through access to emergency vehicles on STH 33 at all times.

Do not remove existing pavement, sidewalk, permanent signs, etc, prior to the start of the succeeding stages as shown in the plan details. Overlap between stages is anticipated to keep the project on schedule. The contractor may obtain approval from the engineer to begin removals prior to the start of the succeeding stages.

Within each stage of construction, no more than two consecutive sideroads/intersections can be closed at a time. Keep sideroad crossings STH 33 assessable for local traffic crossings.

Within each stage of construction, keep every other sidewalk/curb ramp always crossing STH 33 assessable for pedestrian crossings as shown on the traffic control plan and in project details. Limit sidewalk closures to one intersection quadrant at intersections and one side of the street between intersections to minimize pedestrian disruption.

Notch wedge joints will not be utilized when paving because this road is closed to traffic.

### **Schedule of Operations**

Perform construction operations on STH 33 in stages as shown in the traffic control plans. The construction stages are:

#### Stage 1

- Set up and implement the STH 33 detour as shown in the plans prior to starting Stage 1 construction activities.
- Complete all construction work necessary to open STH 33, including Taft Avenue, from Station 129+00 to Station 134+22.35 by November 15, 2023 (winter shutdown). The completed construction work shall include grading, sanitary and water utilities, storm sewer, base course, lower and upper layer HMA pavement, curb and gutter, concrete sidewalks, curb ramps, permanent pavement marking, permanent signs, lighting, and landscaping.
- Maintain one 10' minimum lane of base aggregate STH 33 at all times during construction for emergency vehicles and local traffic.
- Remove or cover detour signs at the completion of the Stage 1 construction activities listed above.

Winter shutdown will commence with the completion of Stage 1 in the Fall of 2023. Do not resume work until February 1, 2024, unless approved by the engineer. Provide a start date in writing at least 14 days prior to the planned recommencement of work in 2024. Upon approval the engineer will issue the notice to proceed within 10 days of the approved start date.

#### Stage 2A

- Re-implement the STH 33 detour as shown on the detour plan.
- Complete all construction work necessary to open STH 33 from Station 68+50 to Station 90+00 and from Station 109+25 to Station 129+00, including intersections and sideroads, not in conflict with Stage 2B and Stage 3A/3B construction activities. The completed construction work shall include grading, sanitary and water utilities, storm sewer, base course, lower and upper layers of HMA pavement, curb and gutter, concrete sidewalks, curb ramps, traffic signals, permanent pavement marking, permanent signs, lighting, and landscaping.
- Maintain one 10' minimum lane of base aggregate on STH 33 at all times during construction for emergency vehicles and local traffic.

#### Stage 2B

- Complete all construction work necessary to open STH 33 from Station 90+00 and from Station 109+25, including intersections and sideroads, not in conflict with Stage 3A/3B construction activities. The completed construction work shall include grading, sanitary and water utilities, storm sewer, base course, lower and upper layers of HMA pavement, curb and gutter, concrete sidewalks, curb ramps, traffic signals, permanent pavement marking, permanent signs, lighting, and landscaping.
- Maintain one 10' minimum lane of base aggregate STH 33 at all times during construction for emergency vehicles and local traffic.

### Stage 3A

- Complete all construction work necessary to open STH 33 from Station 24+00 to Station 44+00, including intersections and sideroads not in conflict with Stage 3B construction activities. The completed construction work shall include grading, sanitary and water utilities, storm sewer, base course, lower and upper layers of HMA pavement, curb and gutter, concrete sidewalks, curb ramps, traffic signals, permanent pavement marking, permanent signs, lighting, and landscaping.
- Maintain one 10' minimum lane of base aggregate STH 33 at all times during construction for emergency vehicles and local traffic.

### Stage 3B

- Set up and implement the STH 113 detour as shown in the plans prior to starting Stage 3B construction activities.
- Complete all construction work necessary to open STH 33 from Station 4+00 to Station 24+00 and from Station 44+00 to Station 68+50, including intersections and sideroads. Complete all construction activities that were not completed during the previous stages. The completed construction work shall include grading, sanitary and water utilities, storm sewer, base course, lower and upper layers of HMA pavement, curb and gutter, concrete sidewalks, curb ramps, traffic signals, permanent pavement marking, permanent signs, lighting, and landscaping.
- Maintain one 10' minimum lane of base aggregate STH 33 at all times during construction for emergency vehicles and local traffic.

### **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**

<b>Closure type with height, weight, or width restrictions (available width, all lanes in one direction &lt; 16 feet)</b>	<b>MINIMUM NOTIFICATION</b>
Lane and shoulder closures	7 calendar days
Full roadway closures	7 calendar days
Ramp closures	7 calendar days
Detours	7 calendar days
<b>Closure type without height, weight, or width restrictions (available width, all lanes in one direction ≥ 16 feet)</b>	<b>MINIMUM NOTIFICATION</b>
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.

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

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

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

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

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

## 5. Holiday and Special Event Work Restrictions.

Do not perform work on, nor haul materials of any kind along or across any portion of the highway carrying STH 33 or STH 113 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, September 1, 2023, to 6:00 AM Tuesday, September 5, 2023 for Labor Day;
- From noon Wednesday, November 22, 2023, to 6:00 AM Monday, November 27, 2023 for Thanksgiving Day;
- From noon Friday, May 24, 2024, to 6:00 AM Tuesday, May 28, 2024 for Memorial Day;
- From noon Wednesday, July 3, 2024, to 6:00 AM Monday, July 8, 2024 for Independence Day;
- From noon Friday, August 30, 2024, to 6:00 AM Tuesday, September 3, 2024 for Labor Day;
- From noon Wednesday, November 27, 2024, to 6:00 AM Monday, December 2, 2024 for Thanksgiving Day.

stp-107-005 (20210113)

## 6. Utilities.

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

All utilities within the construction limits of Projects 5090-05-60, 5090-05-61, 5090-05-71, and 5090-05-72 were coordinated under project 5090-05-60.

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

There are underground and overhead utility facilities located within the project limits. The contractor shall coordinate their construction activities with a call to Diggers Hotline or a direct call to the utilities that have facilities in the area as required per statutes. The contractor shall use caution to ensure the integrity of the underground facilities and shall maintain code clearances from overhead facilities at all times. Field contact information for utilities is included in the General Notes page of the project plan.

Additional detailed information regarding the location of vacated, relocated, and/or removed utility facilities is available in the work plan provided by each utility company or on the permits issued to them.

**Alliant Energy (electric)** has aerial and underground facilities within the project limits. Relocations will be completed prior to the start of the construction operations under this contract. It is anticipated that Alliant Energy will need 30 working days to complete the relocations. During construction, several poles, noted below may require holding during construction excavation operations. The street lighting removals will be completed during construction in conjunction with installation of the new street lighting.

### Alliant underground electric lines.

- Station 33+75 to Station 34+00 LT: 3 phase underground is beyond slope intercepts and is not in conflict with project.
- Station 102+60 LT to Station 102+70 RT: 3 phase underground is a minimum of 3' deep. The facility will be lowered to not less than 3.5' prior to construction.
- Station 102+70 RT to Station 103+50 RT: 3 phase underground is beyond the slope intercepts is a minimum of 3' deep. The facility will be lowered to not less than 3.5' prior to construction.
- Station 121+20 LT to Station 121+25 RT: 3 phase underground is a minimum of 3' deep. The facility will be lowered to not less than 3.5' prior to construction.

- Station 121+25 RT to Station 121+80 RT: 3 phase underground is a minimum of 3' deep. The facility will be lowered to not less than 3.5' prior to construction.
- Station 124+80 RT to Station 124+80 LT: 3 phase underground a minimum of 3' deep. The facility will be lowered to not less than 3.5' prior to construction.

#### Alliant power pole relocations and adjustments.

- Station 4+30 RT: existing light pole is in conflict with new sidewalk and will be relocated 15' south of the current location.
- Station 9+20 RT: Pole to be held during construction.
- Station 13+75 LT: Pole will be relocated slightly to have 2' of clearance behind curb prior to construction.
- Station 16+05 RT: Pole will be relocated slightly to have 2' of clearance behind curb prior to construction.
- Station 17+00 LT: Pole will be relocated slightly to have 2' of clearance behind curb prior to construction.
- Station 17+50 RT: Pole will be relocated slightly to have 2' of clearance behind curb prior to construction.
- Station 19+75 LT: New pole will be installed just east of existing pole to be removed and will be located to have 2' of clearance behind curb prior to construction.
- Station 19+90 RT: Pole will be relocated slightly to have 2' of clearance behind curb prior to construction.
- Station 21+25 RT: Pole will be relocated slightly to have 2' of clearance behind curb prior to construction.
- Station 10+48 H RT(Hill St): Pole will be relocated prior to construction.
- Station 25+48 LT: pole will be relocated to Station 25+50 at least 2 feet behind the proposed back of curb.
- Station 38+40 LT: Pole will be relocated slightly to have 2' of clearance behind curb prior to construction.
- Station 43+13 RT: Pole will be relocated to Station 43+20 RT at least 2 feet behind the proposed back of curb, outside of the proposed curb ramp.
- Station 47+82 RT: pole will be relocated to the south, outside of the proposed curb ramp.
- Station 57+00 to Station 75+00 RT: the 7 poles (streetlight) between these stations will be removed.
- Station 80+00 to Station 97+00 RT: the 4 poles (streetlight) between these stations will be removed. There are 2 poles at the East Street intersection, 2 poles at the Elizabeth Street intersection, and 1 pole at the Cap Street intersection that will remain in place (no conflict).
- Station 96+50 RT: Pole will be relocated slightly to have clearance from new sidewalk.
- Station 96+80 LT: Pole will be relocated slightly to have 2' of clearance behind curb prior to construction.
- Station 98+90 LT: Pole will be relocated slightly to have 2' of clearance behind curb prior to construction.
- Station 100+65 LT: Pole will be relocated slightly to have 2' of clearance behind curb prior to construction.
- Station 101+10 RT: Pole will be relocated to Station 101+12 at least 2 feet behind the proposed back of curb, outside of the storm sewer inlet.
- Station 110+56 RT: Pole will be relocated to Station 110+58 at least 2 feet behind the proposed back of curb.
- Station 111+75 RT: Pole (between two driveways) to be held during construction.
- Station 113+10 RT: Pole will be relocated slightly to have 2' of clearance behind curb prior to construction.
- Station 124+83 RT: Pole will be relocated to Station 124+85 at least 2 feet behind the proposed back of curb.
- Station 10+41 RT (Hill St): Pole will be relocated to Station 10+45 out of the excavation limits and at least 2 feet behind the proposed back of curb.
- Station 114+85: the 3-Phase overhead will be removed.
- Station 114+85 RT: Pole to be held during construction.
- Station 114+75 RT to Station 115+50 LT: a new 3-Phase overhead crossing of Eighth Street will be installed with at least 20 feet of clearance over the proposed final grade.
- Station 115+50 LT A new pole will be added outside of the R/W.
- Station 116+30: Pole will be relocated slightly to have 2' of clearance behind curb prior to construction.
- Station 124+82: The 3-Phase overhead crossing will be removed. A new 3-Phase underground crossing will be installed a minimum 3.5 feet below final grade to avoid conflict with new storm sewer. Pole will be relocated slightly to have 2' of clearance behind curb prior to construction.
- Station 126+80 RT: Pole to be relocated 2' to the east prior to construction.
- Station 4+00 – 134+22: All street lighting on Alliant poles will be removed.

#### Alliant power pole to remain in place.

- Station 4+40 LT has no conflict and will remain in place.
- Station 9+20 LT has no conflict and will remain in place.

- Station 10+50 RT has no conflict and will remain in place.
- Station 10+60 LT has no conflict and will remain in place.
- Station 12+00 LT has no conflict and will remain in place.
- Station 15+70 LT has no conflict and will remain in place.
- Station 18+15 LT has no conflict and will remain in place.
- Station 19+00 LT has no conflict and will remain in place.
- Station 22+50 RT has no conflict and will remain in place.
- Station 22+90 LT has no conflict and will remain in place.
- Station 23+70 RT has no conflict and will remain in place.
- Station 26+25 RT has no conflict and will remain in place.
- Station 26+70 LT has no conflict and will remain in place.
- Station 28+10 LT has no conflict and will remain in place.
- Station 28+45 RT has no conflict and will remain in place.
- Station 30+25 RT has no conflict and will remain in place.
- Station 31+00 RT has no conflict and will remain in place.
- Station 32+50 LT has no conflict and will remain in place.
- Station 34+00 LT has no conflict and will remain in place.
- Station 35+80 RT has no conflict and will remain in place.
- Station 35+80 LT has no conflict and will remain in place.
- Station 37+25 LT has no conflict and will remain in place.
- Station 38+50 RT has no conflict and will remain in place.
- Station 39+80 RT has no conflict and will remain in place.
- Station 41+45 RT has no conflict and will remain in place.
- Station 75+75 RT has no conflict and will remain in place.
- Station 80+45 LT has no conflict and will remain in place.
- Station 80+45 LT has no conflict and will remain in place.
- Station 90+20 LT has no conflict and will remain in place.
- Station 90+20 RT has no conflict and will remain in place.
- Station 97+90 RT has no conflict and will remain in place.
- Station 99+60 RT has no conflict and will remain in place.
- Station 102+40 RT has no conflict and will remain in place.
- Station 103+45 RT has no conflict and will remain in place.
- Station 104+60 RT has no conflict and will remain in place.
- Station 106+75 RT has no conflict and will remain in place.
- Station 108+05 RT has no conflict and will remain in place.
- Station 109+30 RT has no conflict and will remain in place.
- Station 117+60 RT has no conflict and will remain in place.
- Station 119+05 RT has no conflict and will remain in place.
- Station 120+45 RT has no conflict and will remain in place.
- Station 121+80 RT has no conflict and will remain in place.
- Station 123+20 RT has no conflict and will remain in place.
- Station 126+00 RT has no conflict and will remain in place.
- Station 126+20 LT has no conflict and will remain in place.
- Station 128+10 LT has no conflict and will remain in place.
- Station 129+80 RT has no conflict and will remain in place.
- Station 131+20 RT has no conflict and will remain in place.
- Station 132+55 RT has no conflict and will remain in place.
- Station 133+00 RT has no conflict and will remain in place.
- Station 134+00 RT has no conflict and will remain in place.

Alliant power poles to be removed prior to construction.

- Station 4+30 RT pole will be removed.

- Station 19+75 LT pole will be removed.
- Station 21+25 LT pole will be removed.
- Station 44+20 RT pole will be removed.
- Station 89+10 RT pole will be removed.
- Station 100+70 LT pole will be removed.
- Station 101+10 RT pole will be removed.
- Station 114+90 LT pole will be removed.
- Station 124+90 LT pole will be removed.
- Station 124+80 RT pole will be removed.

Alliant light poles to be removed after the new lighting system is operable.

- Station 45+20 RT pole will be removed.
- Station 50+30 RT pole will be removed.
- Station 53+60 RT pole will be removed.
- Station 57+20 RT pole will be removed.
- Station 59+30 RT pole will be removed.
- Station 61+25 RT pole will be removed.
- Station 63+ 80 RT pole will be removed.
- Station 65+25 LT pole will be removed.
- Station 68+50 RT pole will be removed.
- Station 71+20 RT pole will be removed.
- Station 73+20 RT pole will be removed.
- Station 77+90 RT pole will be removed.
- Station 82+70 RT pole will be removed.
- Station 84+80 RT pole will be removed.
- Station 87+45 RT pole will be removed.
- Station 110+55 RT pole will be removed.

The field contract is Josh Lobenstein, (608) 356-0671, [joshualobenstein@alliantenergy.com](mailto:joshualobenstein@alliantenergy.com)

**Alliant Energy (gas)** has underground facilities within the project limits. Relocations will be completed prior to the start of the construction operation under this contract. It is anticipated that Alliant Energy will need 120 working days to complete the relocation.

New parallel plastic gas mains to be installed in terrace within 1 foot of sidewalk at 36 to 40 inches below final grade unless otherwise noted:

Parallel to Eighth Street:

- |                                       |   |
|---------------------------------------|---|
| Station 4+00 to Station 12+95 RT: 2"  | Station 51+75 to Station 55+65 LT: 2"   |
| Station 12+95 to Station 14+00 RT: 4" | Station 53+15 to Station 89+10 RT: 2"   |
| Station 14+00 to Station 22+75 RT: 2" | Station 70+65 to Station 74+15 LT: 2"   |
| Station 7+80 to Station 18+30 LT: 2"  | Station 82+20 to Station 89+35 LT: 2"   |
| Station 43+05 to Station 43+20 RT: 2" | Station 89+10 to Station 107+95 RT: 4"  |
| Station 48+60 to Station 51+70 RT: 2" | Station 89+35 to Station 98+70 LT: 2"   |
| Station 48+60 to Station 51+75 LT: 2" | Station 110+25 to Station 116+45 RT: 2" |
| Station 51+70 to Station 53+15 RT: 8" | Station 116+45 to Station 132+95 LT: 4" |

Parallel to W Mulberry Street:

New gas main not inside construction limits

Parallel to Connie Road:

Station 10+00'CO' to Station 10+60'CO' LT: 4"

Parallel to Cedar Street:

Station 9+40'C' to Station 10+00'C' LT: 4"

Parallel to Draper Street:

Station 10+30'D' to Station 11+20'D' LT: 2" plastic gas main installed 1' to 3' from edge of right of way



Parallel to Park Street:

Station 9+60'P' to Station 10+69'P' RT: 6"

Parallel to Wood Street:

Station 10+30'WO' to Station 10+60'WO' LT: 8"

Parallel to Center Street:

Station 9+50'CE' to Station 9+75'CE' LT: 8" plastic gas main installed in terrace within 3' of sidewalk

Parallel to West Street:

Station 9+45'WE' to Station 9+72'WE' LT: 2" plastic gas main installed in terrace starting within 1' of sidewalk and angling to existing main

Parallel to Birch Street:

Station 9+55'BI' to Station 9+72'BI' RT: 2"

Parallel to Oak Street:

Station 10+28'O' to Station 10+60'O' LT: 2" plastic gas main installed in terrace within 2' of sidewalk

Parallel to Barker Street:

Station 9+45'BA' to Station 9+70'BA' LT: 4"

Station 10+25'BA' to Station 10+55'BA' RT: 4"

Parallel to Elizabeth Street:

Station 9+40'EL' to Station 9+72'EL' RT: 2"

Parallel to Camp Street:

Station 9+55'CA' to Station 9+72'CA' RT: 4" plastic gas main installed in terrace within 3' of right of way

Parallel to Jefferson Street:

Station 9+32'J' to Station 9+72'J' LT: 2" plastic gas main installed in terrace within 2' of sidewalk

Station 10+00'J' to Station 10+73'J' LT: 4"

Parallel to Washington Avenue:

Station 9+34'W' to Station 10+60'W' LT: 6"

Parallel to Lincoln Avenue:

Station 10+30'L' to Station 10+70'L' LT: 2" plastic gas main in terrace within 2' of sidewalk

New plastic gas mains crossings to be installed 40 to 42 inches below final grade:

Crossing STH 33:

Station 12+90: 4"

Station 43+02: 6"

Station 51+72: 8"

Station 89+20: 4"

Station 107+20: 4"

Station 116+ 42: 6"

Crossing W Mulberry Street:

Station 9+72 'M': 2"

Crossing W Walnut Street:

Station 9+75 'WA': 2"

Crossing W Connie Road Street:

Station 10+35 'CO': 2"

Crossing W Cedar Street:

Station 9+75 'C': 2"

Crossing W Willow Street:

Station 9+75 'WI': 2"

Crossing W Wood Street:

Station 10+27 'WO': 2"

Crossing W Center Street:

Station 9+72 'CE': 2"

Crossing W West Street:

Station 9+72 'WE': 2"

Crossing W Birch Street:

Station 9+72 'BI': 2"

Crossing W Broadway (STH 113):

Station 9+65 'B': 2"

Crossing W Oak Street:

Station 9+72 'O': 2"

Station 10+27 'O': 2"

Crossing W Ash Street:

Station 9+75 'A': 2"

Crossing W East Street:

Station 9+75 'E': 2"

Crossing W Warren Street:

Station 10+25 'WR': 2"

Crossing W Barker Street:

Station 9+72 'BR': 4"

Station 10+40 'BR': 2"

Crossing W Elizabeth Street:

Station 9+74 'EL': 4"

Station 10+25 'EL': 2"

Crossing W Camp Street:

Station 9+75 'CA': 4"

Crossing W Wheeler Street:

Station 9+75 'WH': 4"

Crossing W Jefferson Street:

Station 9+75 'J': 4"

Crossing W Lincoln Avenue:

Station 10+25 'L': 4"

Crossing W Washington Avenue:

Station 10+38 'W': 4"

New plastic gas service (size noted below) crossings to be installed at 40 to 42 inches below final grade:

Crossing STH 33:

Station 43+78: ½"

Station 44+38: ½"

Station 44+55: ½"

Station 45+72: ½"

Station 58+55: ½"

Station 58+88: ½"

Station 58+95: ½"

Station 64+20: ½"

Station 64+60: ½"

Station 67+08: ½"

Station 67+45: ½"

Station 68+30: ½"

Station 77+90: ½"

Station 79+05: ½"

Station 102+78: ½"

Station 105+15: ½"

Station 114+45: ½"

Station 114+68: ½"

Station 118+85: ½"

Station 132+50: ½"

Existing plastic gas mains (size noted below) to remain in place unless otherwise noted:

Parallel to STH 33:

Station 21+25 to Station 22+22 LT: 2" in terrace 40" below existing grade

Station 34+70 to Station 42+35 LT: 2" in terrace 40" below existing grade

Station 43+20 to Station 48+60 RT: 2" in terrace 36" below existing grade

Station 109+35 to Station 110+30 RT: 2" in terrace 36" below existing grade

Station 133+50 to Station 134+22 LT: 4" outside of slope intercept in right of way 40" below existing grade

Parallel to Hill Street:

Station 10+45'H' to Station 10+80'H' LT: 2" steel gas main in terrace 36" below existing grade

Parallel to Park Street:

Station 9+35'P' to Station 9+60'P' RT: 6" steel gas main in terrace 38" below existing grade

Parallel to Wood Street:

Station 10+50'WO' to Station 10+60'WO' LT: 8" steel gas main in terrace 38" below existing grade

Parallel to Center Street:

Station 9+30 'CE' LT to 9+52 'CE' LT: 8" steel gas main in terrace 36" below existing grade

Parallel to Birch Street:

Station 9+45'BI' to Station 9+55'BI' RT: 8" steel gas main in terrace 36" below existing grade

Station 10+40'BI' to Station 10+60'BI' LT: 2" in terrace 38" below existing grade

Parallel to Oak Street:

Station 9+33'O' to Station 9+70'O' RT: 2" in terrace 36" below existing grade

Station 10+55'O' to Station 10+60'O' LT: 2" in terrace 36" below existing grade

Parallel to Camp Street:

Station 9+25'CA' to Station 9+55'CA' RT: 4" steel gas main in terrace 38" below existing grade

Parallel to Washington Avenue:

Station 10+62'W' to Station 10+69'W' LT: 6" steel gas main in terrace 38" below existing grade

Parallel to Lincoln Avenue:

Station 9+45'L' to Station 10+27'L' RT: 2" in terrace 42" below existing grade

Parallel to Taft Avenue:

Station 10+40'T' to Station 10+90'T' RT: 4" outside of slope intercept in right of way 40" below existing grade

Crossing Hill Street:

Station 10+52'H': 2" main buried 40" to 48" below existing grade

Crossing Draper Street:

Station 10+27'D': 2" main buried 42" below existing grade

Crossing Summit Street:

Station 9+73'S': 2" main buried 38" below existing grade

Crossing STH 33:

Station 126+90: 2" main buried 42" below existing grade

Crossing Taft Avenue:

Station 10+55'T': 4" main buried 40" below existing grade

Existing gas mains (size noted below) discontinued:

Parallel to STH 33:

Station 4+00 to Station 23+75 RT: 2" steel  
Station 10+38 to Station 12+95 LT: 1" plastic  
Station 42+35 to Station 43+03 LT: 2" plastic  
Station 43+03 to Station 43+20 RT: 2" plastic  
Station 48+55 to Station 51+73 RT: 2" Aldyl-A  
Station 51+73 to Station 53+15 RT: 8" steel

Station 53+15 to Station 89+15 RT: 2" Aldyl-A  
Station 89+15 to Station 89+35 RT: 4" steel  
Station 89+35 to Station 94+75 RT: 4" Aldyl-A  
Station 94+75 to Station 107+95 RT: 4" steel  
Station 110+30 to Station 116+45 RT: 2" steel  
Station 116+45 to Station 132+80 LT: 4" steel

Parallel to Connie Road:

Station 10+30'CO' to Station 10+80'CO' LT: 4" steel

Station 9+40'C' to Station 9+72'C' LT: 4" steel

Parallel to Park Street:

Station 9+60'P' to Station 9+75'P' RT: 6" steel  
Station 10+45'P' to Station 10+69'P' RT: 6" steel

Parallel to Cedar Street:

Station 10+25'WO' to Station 10+50'WO' LT: 8" steel

Parallel to Center Street:

Station 9+50'CE' to Station 9+75'CE' LT: 8" steel

Parallel to West Street:

Station 9+45'WE' to Station 9+74'WE' LT: 2" Aldyl-A

Parallel to Birch Street:

Station 9+55'B' to Station 9+73'B' RT: 2" Aldyl-A  
Station 10+30'BA' to Station 10+55'BA' RT: 4" steel

Parallel to Barker Street:

Station 9+50'BA' to Station 9+74'BA' LT: 2" Aldyl-A

Parallel to Elizabeth Street:

Station 9+35'EL' to Station 9+73'EL' RT: 2" Aldyl-A

Parallel to Camp Street:

From 9+53'CA' to Station 9+73'CA' RT: 4" steel

Parallel to Jefferson Street:

Station 9+32'J' to Station 9+73'J' LT: 2" steel  
Station 10+25'J' to Station 10+73'J' LT: 4" steel

Parallel to Washington Avenue:

Station 9+32'W' to Station 9+72'W' LT: 6" steel  
Station 10+25'W' to Station 10+96'W' LT: 6" steel

Parallel to Lincoln Avenue:

Station 10+25'L' to Station 10+70'L' LT: 2" steel

Crossing STH 33:

Station 4+35: 2" steel  
Station 12+97: 4" steel  
Station 14+28: ¾" steel  
Station 20+72: 2" steel  
Station 43+05: 6" steel

Station 51+76: 8" steel  
Station 89+35: 4" steel  
Station 107+90: 4" steel  
Station 116+40: 6" steel

Crossing W Mulberry Street:

Station 9+78'M': 2" steel

Crossing Walnut Street:

Station 9+80'WA': 2" steel

Crossing Cedar Street:

Station 9+73'C': 2" steel

Crossing Willow Street:

Station 9+75'WI': 2" steel

Crossing Park Street:

Station 10+45'P': 2" plastic

Crossing Center Street:

Station 9+73'CE': 2" Aldyl-A

Crossing West Street:

Station 9+73'WE': 2" Aldyl-A

Crossing Birch Street:

Station 9+73'BI': 2" Aldyl-A

Crossing Broadway (STH 113):

Station 9+74'B': 2" Aldyl-A

Crossing Oak Street:

Station 9+73'O': 2" Aldyl-A

Crossing Ash Street:

Station 9+75'A': 2" Aldyl-A

Crossing East Street:

Station 9+75'E': 2" Aldyl-A

Crossing Barker Street:

Station 9+74'BA": 4" Aldyl-A

Crossing Elizabeth Street:

Station 9+73'EL': 4" Aldyl-A

Crossing Camp Street:

Station 9+73'CA': 4" steel

Crossing Wheeler Street:

Station 9+74'WH': 4" steel

Crossing Jefferson Street:

Station 9+72'J': 4" steel

Crossing Washington Avenue:

Station 10+44'W': 4" steel

Crossing Lincoln Avenue:

Station 10+28'L': 4" steel

Existing gas service (size noted below) discontinued:

Crossing STH 33:

Station 8+20: ¾" steel	Station 58+52: ½" plastic	Station 85+96: ½" Aldyl-A
Station 9+30: ¾" steel	Station 58+85: ½" Aldyl-A	Station 86+46: 1 ¼" steel
Station 10+45: ¾" steel	Station 58+97: ½" Aldyl-A	Station 87+45: ½" plastic
Station 10+63: ¾" steel	Station 64+20: ½" Aldyl-A	Station 88+05: ½" Aldyl-A
Station 15+70: 1" plastic	Station 64+55: ½" plastic	Station 88+20: ½" Aldyl-A
Station 17+12: ¾" steel	Station 67+05: ½" plastic	Station 90+74: ½" Aldyl-A
Station 17+49: ¾" steel	Station 67+45: ½" plastic	Station 91+22: ½" plastic
Station 18+27: ½" Aldyl-A	Station 68+28: ½" plastic	Station 91+55: ½" plastic
Station 43+77: ½" plastic	Station 71+85: ½" plastic	Station 92+80: ½" plastic
Station 44+33: ½" Aldyl-A	Station 72+47: ½" Aldyl-A	Station 94+03: ½" plastic
Station 44+55: 1" plastic	Station 72+98: ½" Aldyl-A	Station 95+20: ½" Aldyl-A
Station 45+72: ½" Aldyl-A	Station 73+45: ½" plastic	Station 95+55: 1 ¼" steel
Station 48+65: ½" Aldyl-A	Station 74+15: ½" plastic	Station 96+18: 1 ¼" steel
Station 49+33: ½" plastic	Station 76+05: ½" plastic	Station 96+85: ½" plastic
Station 49+85: ½" plastic	Station 77+87: ½" Aldyl-A	Station 98+65: ½" Aldyl-A
Station 51+10: ½" plastic	Station 79+05: ½" plastic	Station 105+15: ½" plastic
Station 53+72: ½" plastic	Station 82+26: ½" Aldyl-A	Station 114+45: 1" plastic
Station 53+78: 1" plastic	Station 83+40: ½" plastic	Station 114+65: ¾" steel
Station 54+40: ½" Aldyl-A	Station 84+08: ½" Aldyl-A	Station 118+85: ¾" steel
Station 55+70: ½" plastic	Station 85+30: ½" plastic	Station 132+50: 1" plastic

The field contract is Josh Lobenstein, (608) 356-0671, [joshualobenstein@alliantenergy.com](mailto:joshualobenstein@alliantenergy.com)

**Brightspeed N Ctrl W (communications)** has aerial and underground facilities within the project limits. Relocations will be completed prior to and during construction operations under this contract. It is anticipated to take 80 working days to complete Brightspeed's relocations. Several facility adjustments will need to be completed during construction after removals are completed and when the new storm sewer is being installed.

- Station 4+40: underground fiber optic crossing STH 33 is approximately 46" deep. No conflict is anticipated.
- Station 10+00 RT: fiber optic pedestal beyond the slope intercept. No conflict is anticipated.
- Station 10+00 to Station 14+00 RT: underground fiber optic and pedestals. No conflicts are anticipated.
- Station 12+90 LT: underground fiber optic (two 1200 pair copper cables, 12 strand fiber and 144 strand fiber) are approximately a minimum of 8'-4" deep. No conflicts are anticipated.
- Station 12+90 LT to Station 13+25 RT: underground fiber optic (two 1200 pair copper cables, 12 strand fiber and 144 strand fiber) are approximately a minimum of 100" deep. No conflicts are anticipated.
- Station 16+05 RT: aerial 200 pair to be transferred to new Alliant Energy (electric) prior to construction.
- Station 17+54 RT: pole to be adjusted 10" north prior to construction.
- Station 18+50 RT: pole to be adjusted 10" north prior to construction.
- Station 18+50 to Station 22+35 RT: aerial 200 pair to be cut from service and removed prior to construction.
- Station 19+96 RT: pedestal to be removed prior to construction.
- Station 21+20 LT/RT: aerial 50 pair to be removed prior to construction.
- Station 39+11 LT: manhole casting to be reset at finished grade during construction. It is anticipated to take less than 1 working day to complete.
- Station 39+10 to Station 42+91 LT: underground fiber optic is a minimum of 38" deep. No conflict anticipated.
- Station 42+91 LT: underground 4-way duct is in conflict with the proposed storm sewer between structures 3.10 and 3.11. The 4-way duct will be raised approximately 8" during construction when installing the proposed storm sewer pipe. It is anticipated to take less than 1 working day to complete.
- Station 42+91 to Station 48+31 LT: underground fiber optic is a minimum of 37" deep. No conflict anticipated.
- Station 48+31 LT: underground 4-way duct in conflict with the proposed storm sewer between structures 4.9 and 4.5. The 4-way duct will be raised approximately 8" during construction when installing the proposed storm sewer pipe. It is anticipated to take less than 1 working day to complete.
- Station 48+31 to Station 52+10 LT: underground fiber optic is a minimum of 44" deep. No conflict anticipated.

- Station 51+72 LT: manhole casting to be reset at finished grade during construction. It is anticipated to take less than 1 working day to complete.
- Station 52+10 LT: underground 4-way duct is approximately 58" deep and is to be protected and supported during construction of the proposed storm sewer between structures 4.18 and 4.2. It is anticipated to take less than 1 working day to complete.
- Station 52+10 to Station 56+71 LT: underground fiber optic is a minimum of 38" deep. No conflict anticipated.
- Station 56+71 LT: underground 4-way duct in conflict with proposed storm sewer between structures 5.1 and 5.0. The 4-way duct will be lowered approximately 6" during construction when installing the proposed storm sewer pipe. It is anticipated to take less than 1 working day to complete.
- Station 56+71 to Station 61+59 LT: underground fiber optic is a minimum of 32" deep. No conflict anticipated.
- Station 61+59 LT: underground 4-way duct is approximately 110" deep and is to be protected and supported during construction of the proposed storm sewer between structures 6.1 and 6.2. It is anticipated to take less than 1 working day to complete.
- Station 61+71 LT: manhole casting to be reset at finished grade during construction. It is anticipated to take less than 1 working day to complete.
- Station 61+71: aerial crossing cable will be cut from service and discontinued in place and replaced with a 200 pair to be bored 5' below the finished prior to construction.
- Station 61+75 to Station 65+75 LT: underground fiber optic is a minimum of 25" deep. No conflict anticipated.
- Station 65+75 to Station 66+75 LT: underground 7-way duct to be adjusted 12" north during construction. It is anticipated to take 1 working day to complete.
- Station 66+77 LT: manhole casting to be reset at finished grade during construction. It is anticipated to take less than 1 working day to complete.
- Station 66+75 to Station 71+10 LT: underground fiber optic is a minimum of 19" deep. No conflict anticipated.
- Station 71+10 LT: underground 8-way duct is approximately 50" deep and is to be protected and supported during construction of the proposed storm sewer between structures 8.0 and 8.4. It is anticipated to take less than 1 working day to complete.
- Station 71+39 LT: manhole casting to be reset at finished grade during construction. It is anticipated to take less than 1 working day to complete.
- Station 71+10 to Station 75+29 LT: underground fiber optic is a minimum of 32" deep. No conflict anticipated.
- Station 75+29 LT: manhole casting to be reset at finished grade during construction. It is anticipated to take less than 1 working day to complete.
- Station 75+29 LT/RT: underground 6-way duct to be raised approximately 8" at crossing with the proposed storm sewer between structures 8.7 and 8.8 during construction. It is anticipated to take less than 1 working day to complete.
- Station 75+34 LT: manhole casting to be reset at finished grade during construction. It is anticipated to take less than 1 working day to complete.
- Station 75+76 LT: underground 4-way duct is approximately 49" deep and is to be protected and supported during construction of the proposed storm sewer between structures 8.8 and 8.9A. It is anticipated to take less than 1 working day to complete.
- Station 75+76 to Station 80+16 LT: underground fiber optic is a minimum of 36" deep. No conflict anticipated.
- Station 80+16 LT: underground 4-way duct is approximately 84" deep and is to be protected and supported during construction of the proposed storm sewer between structures 9.0 and 9.1. It is anticipated to take less than 1 working day to complete.
- Station 80+45: aerial crossing to remain. No conflicts anticipated.
- Station 80+98 LT: manhole casting to be reset at finished grade during construction. It is anticipated to take less than 1 working day to complete.
- Station 80+98 to Station 84+49 LT: underground fiber optic is a minimum of 36" deep. No conflict anticipated.
- Station 84+49 LT: underground 4-way duct to be raised 4" at the proposed storm sewer between structures 10.7 and 10.9 during construction. It is anticipated to take less than 1 working day to complete.
- Station 84+49 to Station 89+36 LT: underground fiber optic is a minimum of 35" deep. No conflict anticipated.
- Station 88+05 LT: manhole casting to be reset at finished grade during construction. It is anticipated to take less than 1 working day to complete.

- Station 89+36 LT: underground 4-way duct is approximately 20" deep and is to be protected and supported during construction of the proposed storm sewer between structures 10.18 and 10.19. It is anticipated to take less than 1 working day to complete.
- Station 89+36 to Station 93+32 LT: underground fiber optic is a minimum of 20" deep. No conflict anticipated.
- Station 93+32 LT: underground 3-way duct is approximately 70" deep and is to be protected and supported during construction of the proposed storm sewer between structures 11.1 and 11.2. It is anticipated to take less than 1 working day to complete.
- Station 93+00 to Station 93+71: aerial components at the Elizabeth Street intersection to remain. No conflict anticipated.
- Station 93+56 LT: pole to be adjusted 10" east prior to construction.
- Station 93+71: underground fiber to be lowered 4" below the crossing with the proposed storm sewer between structures 11.1 and 11.10 during construction. It is anticipated to take less than 1 working day to complete.
- Station 93+81 LT: pole to be replaced with new pole 24" from the face of curb prior to construction.
- Station 93+32 to Station 100+52 LT: underground fiber optic is a minimum of 30" deep. No conflict anticipated.
- Station 93+95 LT: manhole casting to be reset at finished grade during construction. It is anticipated to take less than 1 working day to complete.
- Station 95+37 LT: pole to be adjusted 10" north prior to construction.
- Station 96+78 LT: pole to be adjusted 10" north prior to construction.
- Station 97+66 LT: pole to be adjusted 10" north prior to construction.
- Station 98+93 LT: pole to be adjusted 12" north prior to construction.
- Station 100+52 LT: underground 2-way duct is approximately 51" deep and is to be protected and supported during construction of the proposed storm sewer between structures 12.13 and 12.11. It is anticipated to take less than 1 working day to complete.
- Station 100+57 LT: aerial 900 pair to be transferred to new Alliant Energy (electric) prior to construction.
- Station 96+50 to Station 121+80 RT: aerial facilities to remain and to be transferred to new Alliant pole locations prior to construction.
- Station 100+70 LT: manhole casting to be reset at finished grade during construction. It is anticipated to take less than 1 working day to complete.
- Station 100+70 to Station 107+88 LT: underground fiber optic is a minimum of 34" deep. No conflict anticipated.
- Station 101+06 RT: aerial 200 and 300 pair to be transferred to new Alliant Energy (electric) prior to construction.
- Station 101+83 LT: pole to be adjusted 15" north prior to construction.
- Station 103+38 LT: pole to be replaced with new pole 24" from the face of curb prior to construction.
- Station 106+66 LT: pole to be adjusted 6" north and 6" west prior to construction.
- Station 107+88 LT: underground 2-way duct is approximately 34" deep and is to be lowered 6" during construction of the proposed storm sewer between structures 13.20 and 13.21. It is anticipated to take less than 1 working day to complete.
- Station 108+47 LT: underground 2-way duct is approximately 79" deep and is to be protected and supported during construction of the proposed storm sewer between structures 13.23B and 13.24. It is anticipated to take less than 1 working day to complete.
- Station 108+47 to Station 116+33 LT: underground fiber optic is a minimum of 30" deep. No conflict anticipated.
- Station 110+56 RT: aerial 200 and 50 pair to be transferred to new Alliant Energy (electric) prior to construction.
- Station 116+28 RT: pedestal to be adjusted 8" south prior to construction.
- Station 116+33 LT: underground 2-way duct is approximately 40" deep and is to be protected and supported during construction of the proposed storm sewer between structures 13.32 and 13.33. It is anticipated to take less than 1 working day to complete.
- Station 117+04 LT: underground 2-way duct, 100 pair, and fiber are approximately 30"-40" deep and are to be lowered 12" during construction of the proposed storm sewer between structures 14.2 and 14.3. It is anticipated to take less than 1 working day to complete.
- Station 117+04 to Station 126+43 LT: underground fiber optic is a minimum of 30" deep. No conflict anticipated.

- Station 126+43 LT: underground 2-way duct is approximately 25" deep and is to be raised 2" during construction of the proposed storm sewer between structures 15.11 and 15.12. It is anticipated to take less than 1 working day to complete.
- Station 126+43 to Station 133+00 LT: underground fiber optic is a minimum of 25" deep. No conflict anticipated.

The field contract is Scott Heinzelman, (608) 716-5964, [scott.heinzelman@brightspeed.com](mailto:scott.heinzelman@brightspeed.com)

**City of Baraboo (sanitary sewer)** has underground sanitary sewer mains and laterals within the project limits. Relocations and adjustments are included in the Project 5090-05-72 plans and will be completed under this contract.

The field contact is Wade Peterson, (608) 355-2740, [wpeterson@cityofbaraboo.com](mailto:wpeterson@cityofbaraboo.com)

**City of Baraboo (water)** has underground water mains and laterals within the project limits. Relocations and adjustments are included in the Project 5090-05-72 plans and will be completed under this contract.

The field contact is Wade Peterson, (608) 355-2740, [wpeterson@cityofbaraboo.com](mailto:wpeterson@cityofbaraboo.com)

**Reedsburg Utility Commission (communication line)** has underground fiber optic within the project limits crossing under Broadway (STH 113) at Station 8+80 and from Station 8+30 to Station 8+80 RT.

The underground fiber optic under Broadway at Station 8+80 will be lowered to 4' within the roadway limits. This adjustment will be completed during construction and will take place following the removal of all pavement and curb & gutter in this area by the DOT contractor and is anticipated to take one working day to complete.

The field contact is Ken Las, (608) 768-6450, [klas@rucls.net](mailto:klas@rucls.net)

**Sauk County Building Services (communication line)** has underground fiber optic within the project limits.

Station 48+35 LT & RT: a fiber optic crosses under Eighth Street (STH 33) and in the terrace of the existing east side of Summit Street. Sauk County Communications Contractor to excavate existing duct and lower approximately 18 inches to avoid conflict with Storm Sewer lines between MH 4.5 and MH 4.6, MH 4.5 and Inlet 4.10, and MH 4.5 and Inlet 4.9 The lowering of the facility will be completed during construction and will take place following removal of all pavement and curb & gutter in this area by the DOT contractor. It is anticipated that this work will take one working day to complete.

Station 80+30 Lt & RT: a fiber optic crossing under Eighth Street (STH 33) and under the existing East Street east curb. The fiber optic and duct will be relocated to the east to avoid conflict with Inlet 9.6 during construction at the time of the placement of Inlet 9.6. It is anticipated that this work will take one working day to complete.

The field contract is Ian Crammond, (608) 355-4415, [ian.crammond@saukcountywi.gov](mailto:ian.crammond@saukcountywi.gov)

**Sauk County Building Services (communication tower)** has aerial facilities within the project limits. No conflicts are anticipated.

The field contract is Ian Crammond, (608) 355-4415, [ian.crammond@saukcountywi.gov](mailto:ian.crammond@saukcountywi.gov)

**Spectrum (communication line)** has overhead and underground facilities within the project limits. The overhead lines are on Alliant Energy and Brightspeed N Ctrl W poles.

Overhead relocations and adjustments will be completed with Alliant Energy (electric) relocations prior to the start of the construction operations and during construction operations as indicated by Alliant Energy (electric) under this contract. Spectrum relocations will begin within 10 days of receiving notice from Alliant Energy (electric) that they have finished their work. It is anticipated to take 5 working days to complete Spectrum's moves to new poles.

Overhead relocations will also be completed with Brightspeed N Ctrl W relocations prior to the start of construction operations under this contract. Spectrum relocations will begin within 10 days of receiving notice from Brightspeed N Ctrl W that they have finished their work. It is anticipated to take 2 working days to complete Spectrum's moves to new poles.

Underground fiber optic facilities will be relocated as follows:

Station 18+50 to 18+86 RT: the new coax cable will be placed at a minimum depth of 6.5 feet and the existing cable will be discontinued

Station 18+65 RT: the existing pedestal will be removed

Station 18+86, 53.5' RT: a new pedestal will be installed

Station 25+43 to 25+47 LT: the new 2" duct will be placed at a minimum depth of 3.5 feet

Station 116+34 LT/RT: underground fiber optic will be bored not less than 5 feet deep under the roadway, and 8.5 feet deep at the proposed storm sewer crossing

Station 123+18 LT/RT: underground fiber optic will be bored not less than 5 feet deep under the roadway, and 7.5 feet deep at the proposed storm sewer crossing

It is anticipated to take 30 working days to complete the underground relocations.

The field contract is Terry Blake, (608) 576-9208, [terry.blake@charter.com](mailto:terry.blake@charter.com)

**Village of West Baraboo (sanitary sewer)** has underground sanitary sewer mains and laterals within the project limits. Adjustments and relocations are included in the Project 5090-05-61 plans and will be completed under this contract.

The field contract is William Clary, (608) 356-2516, [w.clary@villageofwestbaraboo.us](mailto:w.clary@villageofwestbaraboo.us)

**Village of West Baraboo (water)** has underground water mains and laterals within the project limits. Relocations and adjustments are included in the Project 5090-05-61 plans and will be completed under this contract.

The field contract is William Clary, (608) 356-2516, [w.clary@villageofwestbaraboo.us](mailto:w.clary@villageofwestbaraboo.us)

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

### Project 5090-05-61

Both the department and Village of West Baraboo personnel will inspect construction of sanitary sewer and water main under this contract. However, witness testing, and acceptance of the sanitary sewer and water main construction will be by the Village of West Baraboo.

### Project 5090-05-72

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

## 8. Referenced Construction Specifications.

### Project 5090-05-61

Construct the work enumerated below conforming to the Village of West Baraboo Standard Specifications for Utility and Street Construction. If there is a discrepancy or conflict between the referenced specification and the standard specifications regarding contract administration, part 1 of the standard specifications governs.

Conform to the referenced construction specifications for the following:

- Water main construction
- Sanitary main construction
- Street Lighting Construction

### Project 5090-05-72

Construct the work enumerated below conforming to the City of Baraboo standard Specifications for Utility and Street Construction. If there is a discrepancy or conflict between the referenced specification and the standard specifications regarding contract administration, part 1 of the standard specifications governs.

Conform to the referenced construction specifications for the following:

- Water main construction
- Sanitary main construction
- Street Lighting Construction



**9. Timely Decision Making Manual.**

Use the Timely Decision Making Manual (TDM) on this contract. Coordinate with the department to modify the various published tools as necessary to meet the particular project needs and determine how to implement those tools under the contract. Ensure the full participation of the contractor and its principal subcontractors throughout the term of the contract.

Forms and associated guidance are published in the TDM available at the department's Highway Construction Contract Information (HCCI) web site at:

<https://wisconsindot.gov/rdwy/admin/tdm.doc>

stp-105-005 (20151210)

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

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

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

<https://widnr.widen.net/s/s5mwp2qd7s/finalsignedwisdotcsgp>

A certificate of permit coverage is available from the regional office by contacting Greg Brecka, WisDOT project manager at (608) 516-6524. Post the permit in a conspicuous place at the construction site.

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

Product delivery for traffic signal equipment is experiencing a several month backorder. Submit shop drawings within 5 calendar days of contract notice to proceed. Order traffic signal equipment within five calendar days of approved shop drawings to assure the equipment is procured in a timely fashion and, therefore, installed, inspected, and ready for turn-on at the required date. The signals at Draper Street, Broadway, and East Street need to be operational prior to starting the next stage or opening the roadway to traffic. The contractor may utilize the existing signals and equipment or acquire temporary signals if temporary signals are required due to lead time issues. The contractor is responsible for all costs associated with temporary signals.

**12. Traffic Signals, General.**

Inspection requests shall be made to the engineer at least five working days prior to the time of the requested inspection. City of Baraboo personnel will perform the inspection.

Electrical item inspections are required at the following times: 1) after the staking of all electrical underground items, islands, curb and gutter and medians; 2) before pouring of all lighting, signal, and cabinet bases; 3) before cable and wire are pulled; 4) during field terminations at signal and lighting bases; and 5) prior to the installation of any poles, standard or above ground electrical items.

**13. Notice to Contractor – Sanitary Sewer and Water Main Materials Lead Time.**

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

**14. Notice to Contractor – Backfilling for Sanitary Sewer Main and Water Main (Village).**

Backfill for sanitary sewer mains and water mains is the material placed between the bedding and the ground surface. Backfill shall be Type II. Type II backfill shall be suitable excavated material, or other approved material, placed in uniform layers and mechanically compacted, conforming to the requirements

in the separate special provision entitled “*Village of West Baraboo Standard Sanitary Sewer Utility and Water Utility Specifications for WisDOT Let Projects, May 2023*”.

All backfill materials, methods of backfilling and compaction shall meet or exceed all standard spec 207.3.6.2, and 607.3.5.

Payment for this work shall be included in the unit bid for related items. No payment shall be made for Backfilling for Sanitary Sewer Main and Water Main.

**15. Notice to Contractor – Lighting Materials Lead Time.**

The contractor is required to provide temporary lights along the roadway corridor if the permanent lights cannot be installed in time due to lead time issues. The contractor is responsible for all costs associated with temporary lighting. This requirement does not apply for Stage 1 construction in Fall 2023.

**16. Archaeological Sites.**

5090-05-60: 47SK0605 Rowan Cabins is located approximately Station 19+00 to Station 26+00, LT and RT, within the limits shown on the plans. It shall not be used for a borrow or waste site. Any ground disturbance beyond the back of curb requires the site to be monitored by a qualified archeologist.

5090-05-60: 47SK0019/BSK-0176 Lyons Village Site and Cemetery is located approximately Station 19+00 to Station 26+00, LT and RT within the limits shown on the plans. Use of a hydrovac is not permitted within the boundaries of the human burial site.

5090-05-71: 47SK0032/BSK-0187 Fair Grounds Mounds Site is located approximately Station 119+00 to Station 130+50 RT within the limits shown on the plans. Use of a hydrovac is not permitted within the boundaries of the human burial site. All ground breaking activities that occur within the boundaries of the human burial site shall be monitored by a qualified archeologist.

5090-05-71: 47SK0031/BSK-0186 Crandall Mound Group is located approximately 200 feet north of Station 101+00 to Station 105+00, within the limits shown on the plan overview sheet. No construction staging activities can disturb this site. Do not use the site for borrow or waste disposal. Do not use the site area not currently capped by asphalt/concrete for the staging of personnel, equipment and/or supplies.

Notify the Bureau of Technical Services – Environmental Process and Document Section (BTS-EPDS) at (608) 266-0099 at least two weeks before commencement of any ground disturbing activities. BTS-EPDS has determined a qualified archaeologist will need to be on site during construction of this area.

Do not use the four sites above for borrow or waste disposal. Do not use the site area not currently capped by asphalt/concrete for the staging of personnel, equipment and/or supplies.

**17. Coordination with Businesses and Residents.**

The contractor shall arrange and conduct a meeting between the contractor, the department, affected residents, local officials and business people to discuss the project schedule of operations including vehicular and pedestrian access during construction operations. Hold the first meeting at least one week before the start of work under this contract and 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)

**18. Public Convenience and Safety.**

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

Check for and comply with local ordinances governing the hours of operation of construction equipment.

Do not operate motorized construction equipment from 10:00 PM until the following 6:30 AM, unless prior written approval is obtained from the engineer.

stp-107-001 (20060512)

**19. Removing Railing, Item 204.9090.S.01**

**A Description**

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

**B (Vacant)**

**C (Vacant)**

**D Measurement**

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

**E Payment**

Add the following to standard spec 204.5:

ITEM NUMBER	DESCRIPTION	UNIT
204.9090.S	Removing Railing	LF

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

Add the following to standard spec 301.2.4.3:

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

swr-305-001 (20170711)

**21. Base Aggregate Dense 1 1/4-Inch, Item 305.0120.**

Add the following to standard spec 305.2.2.1:

When 1 1/4-Inch base aggregate is  $\geq$  50 percent crushed gravel, conform to the following gradation requirements:

SIEVE	PERCENT PASSING BY WEIGHT
1 1/4 inch	95 - 100
1 inch	---
3/4 inch	70 - 90
3/8 inch	45 - 75
No. 4	30 - 60
No. 10	20 - 40
No. 40	7 - 25
No. 200	3 - 10 <sup>[1]</sup>

<sup>[1]</sup> Limited to a maximum of 8.0 percent for base placed between old and new pavement.

swr-305-002 (20170711)

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

### A Description

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

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

- (4) This special provision applies to Base Aggregate Dense 1 1/4-Inch material placed: above at least 16 inches of subgrade improvement, 12 inches of subgrade improvement and geogrid or QMP subgrade provisions, between shoulder hinge points and lower than mainline pavement. Unless otherwise specified by the contract, all Base Aggregate Dense 1 1/4-Inch material placed on side roads, private and public entrances, individual ramps less than 1500 feet, passing lanes less than 1500 feet, tapers, turn lanes, and other undefined locations are exempt from the compaction and density requirement modifications and testing contained within this special provision.

### B (Vacant)

### C Construction

#### C.1 General

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

*Add the following to standard spec 305.3.2.2:*

- (3) For 1 1/4-Inch dense graded base composed of < or = 20% reclaimed asphaltic pavement (RAP) or crushed concrete (RCA), as determined by classification of material (aggregate or RAP and/or RCA) and percentage by weight of each material type retained on the No. 4 Sieve, the contractor must determine the material target density according to:

Method 1: Maximum dry density according to AASHTO T-180, Method D, with correction for coarse particles and modified to require determination of Bulk Specific Gravity ( $G_m$ ) according to AASHTO T 85. Bulk Specific Gravities determined according to standard spec 106.3.4.2.2 for aggregate source approval may be utilized.

- (4) For 1 1/4-Inch dense graded base composed of >20% RAP or RCA, as determined by classification of material (aggregate or RAP and/or RCA) and percentage by weight of each material type retained on the No. 4 Sieve, the contractor may choose from the following options to determine the material target density:

Method 2: Maximum dry density as determined by AASHTO T-180, Method D, with correction for coarse particles, and modified to require determination of Bulk Specific Gravity ( $G_m$ ) according to AASHTO T 85.

Method 3: Maximum wet density as determined by AASHTO T-180, Method D, modified to define *Maximum Density* as the wet density in pounds per cubic foot of soil at optimum moisture content using Method D specified compaction, with correction for coarse particles, and modified to require determination of Bulk Specific Gravity ( $G_m$ ) according to AASHTO T 85.

Method 4: Average of 10 random control strip wet density measurements as described in section C.2.5.1.

- (5) Compact the 1 1/4-Inch dense graded base to a minimum of 93.0% of the material target density for methods 1, 2 and 3. Compact 1 1/4-inch dense graded base to a minimum of 96% of the material target density for method 4. Ensure that adequate moisture is present during placement and compaction operations to prevent segregation and to help achieve compaction.
- (6) Base Aggregate Dense 1 1/4-Inch will be accepted for compaction on a lot basis.
- (7) Field density tests on materials using contractor elected target density methods 3 or 4 will not be considered for lot acceptance on the basis of compaction under the requirements of this provision until the moisture content of the in-place material is less than 2.0 percentage points above the maximum wet density optimum moisture or 2.0 percentage points of the average moisture content of the 10 density

tests representing a control strip, respectively. Determine moisture content using AASHTO T255 as modified in CMM chapter 8 or a nuclear density gauge. If conducting AASHTO T255, sample materials after watering but before compaction.

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

### **C.2.1 Quality Control Plan**

- (1) Submit a comprehensive written quality control plan to the engineer no later than 10 business days before placement of material. Do not place any dense graded base before the engineer reviews and accepts the plan. Construct the project as the plan provides.
- (2) Do not change the quality control plan without the engineer's review and acceptance. Update the plan with changes as they become effective. Provide a current copy of the plan to the engineer and post in the contractor's laboratory as changes are adopted. Ensure that the plan provides the following elements:
  1. An organizational chart with names, telephone numbers, current certifications and/or titles, and roles and responsibilities of QC personnel.
  2. The process used to disseminate QC information and corrective action efforts to the appropriate persons. Include a list of recipients, the communication process that will be used, and action time frames.
  3. A list of source locations, section and quarter descriptions, for all aggregate materials requiring QC testing.
  4. Descriptions of stockpiling and hauling methods.
  5. An outline for resolving a process control problem. Include responsible personnel, required documentation, and appropriate communication steps.
  6. Location of the QC laboratory, retained sample storage, and other documentation.
  7. Lot layout and random test location plan.
  8. A description of placement methods and operations. Including, but not limited to: staging, construction of an initial working platform, lift thicknesses, and equipment.

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

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

### **C.2.2 Personnel**

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

### **C.2.3 Equipment**

- (1) Furnish the necessary equipment and supplies for performing quality control testing. Ensure that all testing equipment conforms to the equipment specifications applicable to the required testing methods. The engineer may inspect the measuring and testing devices to confirm both calibration and condition. Calibrate all testing equipment according to the CMM and maintain a calibration record at the laboratory.
- (2) Furnish nuclear gauges from the department's approved product list at:  
<https://wisconsin.gov/Pages/doing-bus/eng-consultants/cnslt-rsrcs/tools/appr-prod/default.aspx>
- (3) Ensure that the nuclear gauge manufacturer or an approved calibration service calibrates the gauge the same calendar year it is used on the project. Retain a copy of the calibration certificate with the gauge.
- (4) For all target density methods, conform to AASHTO T310 and CMM 8-15 for wet density testing and gauge monitoring methods.

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

### **C.2.5 Contractor Testing**

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

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

- (1) Conduct testing at a minimum frequency of one test per lot. A lot is 1500 feet for each layer with a maximum width of 18 feet, minimum width of 6 feet, and minimum lift thickness of 2" of Base Aggregate Dense 1 1/4-Inch material placed. Each lot of compacted Base Aggregate Dense 1 1/4-Inch material, as defined by A.(4), will be accepted when the lot field density meets the required minimum density. Lots that don't achieve density requirements must be addressed and approved according to C.2.7.
- (2) Add separate lots for passing lanes and individual ramps greater than 1500 feet.
- (3) Combine partial lots less than 750 feet with the previous lot. Partial lots greater than or equal to 750 feet are standalone lots.
- (4) Notify the engineer, if a lot field density test falls below the required minimum value. Document and perform corrective actions according to C.2.7. Deliver documentation of all compaction testing results to the engineer at the time of testing.

#### **C.2.5.1.1 Target Density Determination**

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

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

- (5) Split each non-Proctor contractor QC sample and identify it according to CMM 8-30. Retain the split for 7 calendar days in a dry, protected location. If requested for department comparison testing, deliver the split to the engineer within one business day.

#### **C.2.5.1.1.2 Density Control Strip Method**

- (1) For contractor elected target density method 4 in section C.1, construct a control strip for each layer of placement to identify the target wet density for the base aggregate dense material. The control strip construction and density testing will occur under the direct observation and/or assistance of the department QV personnel. For blended material, reprocessed material and crushed concrete, perform additional gradations every 3000 tons according to standard spec 305 and 730. If sampling frequencies are identical, samples/testing performed for the QMP Base Aggregate specification may be used to fulfill the gradation testing requirements of this specification.
- (2) Unless the engineer approves otherwise, construct control strips to a minimum dimension of 300 feet long and one full lane width.
- (3) Completed control strips may remain in-place to be incorporated into the final roadway cross-section.
- (4) Construct additional control strips, at a minimum, when:
  1. The source of base aggregate changes.
  2. The four point moving average percentage of blended recycled materials, from classification of material retained on the No. 4 sieve in the original gradation test, differs by more than 10 percentage points. The original gradation test is defined as the gradation of the material used to construct the control strip.
  3. The layer thickness changes more than 2.0 inches.
  4. The percent target density exceeds 103.0% on two consecutive density measurements.
- (5) Construct control strips using equipment and methods representative of the operations to be used to place and compact the remaining 1 1/4-Inch Base Aggregate Dense material. Wet the base, as mutually agreed upon by the contractor and engineer, to obtain and/or maintain adequate moisture content to ensure proper compaction. Discontinue water placement if the base begins to exhibit signs of saturation or instability.
- (6) After compacting the control strip with a minimum of 2 passes, mark and take density measurements at 3 random locations. Subsequent density measurements will be taken at the same 3 locations. Test locations must be kept a minimum of 3 feet from the unsupported edge of dense graded base layers.
- (7) After each subsequent pass of compaction equipment over the entirety of the control strip, take wet density measurements at the 3 marked locations. Continue compacting and testing until the increase in wet density measurements are less than 2.0 lb/ft<sup>3</sup>, or the density measurements begin to decrease.
- (8) Upon completion of control strip compaction, take 10 randomly located wet density measurements within the limits of the control strip. The final measurements recorded at the 3 locations under article C.2.4.1.1.2 may be included as 3 of the 10 measurements. Average the ten measurements to obtain the control strip target density and target moisture for use in contractor elected method 4 in section C.1. Test locations must be kept a minimum of 3 feet from the unsupported edge of dense graded base layers.

### **C.2.6 Department Testing**

#### **C.2.6.1 General**

- (1) The department will conduct verification testing to validate the quality of the product and independent assurance testing to evaluate the sampling and testing. The department will provide the contractor with a listing of names and telephone numbers of all QV and IA personnel for the project and provide test results to the contractor within two business days after the department obtains the sample.
- (2) When a density target is determined in accordance methods 3 and 4 in section C.1, conduct density testing on same date of final compaction.

#### **C.2.6.2 Quality Verification (QV) Testing**

- (1) The department will have an HTCP technician, or ACT working under a certified technician, perform QV sampling and testing. Department verification testing personnel must meet the same certification level requirements specified in C.2.3 for contractor testing personnel for each test result being verified. The department will notify the contractor before sampling so the contractor can observe QV sampling.
- (2) The department will conduct QV tests at the minimum frequency of 20% of the required gradation, density and Proctor contractor tests.

- (3) The department will utilize contractor's QC Proctor results for determination of the material target density. The department will verify QC Proctor values by testing QC Proctor split sample. The department will use QC Proctor value as a target density if the QC and QV Proctor test results meet the tolerance requirements specified in section C.2.6.2(7).
- (4) The department will locate gradation and nuclear density test samples, at locations independent of the contractor's QC work, collecting one sample at each QV location. Sampling for gradation may be done independently of nuclear density tests before watering and before compacting. The department will split each QV sample, test half for QV, and retain the remaining half for 10 calendar days.
- (5) The department will conduct QV tests in a separate laboratory and with separate equipment from the contractor's QC tests. The department will use the same methods specified for QC testing.
- (6) The department will utilize control strip target density testing results in lieu of QV Proctor sampling and testing when the contractor elected target density method 4 in section C.1 is used.
- (7) The department will assess QV results by comparing to the appropriate specification limits. If QV test results conform to this special provision, the department will take no further action. If QV test results are nonconforming, take corrective actions according to C.2.7 until the requirements of this special provision are met. Differing QC and QV nuclear density values of more than 2.0 pcf will be investigated and resolved. Differing QC and QV Proctor values of more than 3.0 pcf will be investigated and resolved.

### **C.2.6.3 Independent Assurance (IA)**

- (1) Independent assurance is unbiased testing the department performs to evaluate the department's QV and the contractor's QC sampling and testing, including personnel qualifications, procedures, and equipment. The department will perform an IA review according to the department's independent assurance program. That review may include one or more of the following:
  1. Split sample testing.
  2. Proficiency sample testing.
  3. Witnessing sampling and testing.
  4. Test equipment calibration checks.
  5. Requesting that testing personnel perform additional sampling and testing.
- (2) If the department identifies a deficiency, and after further investigation confirms it, correct that deficiency. If the contractor does not correct or fails to cooperate in resolving identified deficiencies, the engineer may suspend placement until action is taken. Resolve disputes as specified in C.2.6.4.

### **C.2.6.4 Dispute Resolution**

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

### **C.2.7 Corrective Action**

- (1) Lots not achieving the minimum density requirements may be addressed and accepted for compaction according to the requirements of this section. Unless directed by the engineer, corrective actions taken to address an unacceptable lot must be applied to the entire lot corresponding to the non-conforming test.
- (2) Investigate the moisture content of material in an unacceptable lot. Moisture content testing/samples collected under the QC and/or QV testing articles of this specification may be used to complete this investigation. Obtain moisture content readings according to ASTM D 6938. For material composed of



>20% RAP or RCA, correct the moisture content with the moisture correction value using the moisture bias, as shown in CMM 8.15.12.1 and 8.15.12.2, except the one-point Proctor tests of the 5 random tests is not required.

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

**D Measurement**

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

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
371.2000.S	QMP Base Aggregate Dense 1 1/4-Inch Compaction	EACH

- (2) Payment is full compensation for performing compaction testing; for sampling and laboratory testing; and for developing, completing, and documenting the compaction quality management program. The department will pay separately for providing aggregate under the Base Aggregate Dense 1 1/4-Inch bid item.
- (3) The department will pay for additional tests directed by the engineer. One engineer directed test is equal to one acceptably completed lot of the QMP Base Aggregate Dense 1 1/4 -Inch Compaction bid item. The department will not pay for additional corrective action tests required due to unacceptable material.
- stp-370-010 (20210113)

## **23. QMP HMA Pavement Nuclear Density.**

### **A Description**

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

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

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

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

<http://www.atwoodsyste.ms.com/>

### **B Materials**

#### **B.1 Personnel**

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

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

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

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

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

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

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

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

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

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

###### **B.3.2.2 Comparison Monitoring**

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

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

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

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

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

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

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

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

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

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

### **B.4.2.2 Mainline Shoulders**

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

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

#### **B.4.2.2.2 Width of 5 Feet or Less**

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

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

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

### **B.4.2.4 Documentation**

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

## **B.4.3 Corrective Action**

- (1) Notify the engineer immediately when an individual test is more than 3.0 percent below the specified minimum in standard spec 460.3.3.1. Investigate and determine the cause of the unacceptable test result.
- (2) The engineer may require unacceptable material specified in B.4.3(1) to be removed and replaced with acceptable material or allow the nonconforming material to remain in place with a 50 percent pay reduction. Determine limits of the unacceptable area by measuring density of the layer at 50-foot increments both ahead and behind the point of unacceptable density and at the same offset as the original test site. Continue testing at 50-foot increments until a point of acceptable density is found as specified in standard spec 460.5.2.2(1). Removal and replacement of material may be required if extended testing is in a previously accepted sublot. Testing in a previously accepted sublot will not be used to recalculate a new lot density.
- (3) Compute unacceptable pavement area using the product of the longitudinal limits of the unacceptable density and the full sublot width within the traffic lanes or shoulders.
- (4) Retesting and acceptance of replaced pavement will be as specified in standard spec 105.3.

- (5) Tests indicating density more than 3.0 percent below the specified minimum, and further tests taken to determine the limits of unacceptable area, are excluded from the computations of the subplot and lot densities.
- (6) If two consecutive subplot averages within the same paving pass and same target density are more than one percent below the specified target density, notify the engineer and take necessary corrective action. Document the locations of such sublots and the corrective action that was taken.

## **B.5 Department Testing**

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

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

### **B.5.2 Independent Assurance Testing**

- (1) Independent assurance is unbiased testing the department performs to evaluate the department's verification and the contractor's QC sampling and testing including personnel qualifications, procedures, and equipment. The department will perform the independent assurance review according to the department's independent assurance program.

## **B.6 Dispute Resolution**

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

## **B.7 Acceptance**

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

## **C (Vacant)**

## **D (Vacant)**

## **E Payment**

### **E.1 QMP Testing**

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

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

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

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

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

## **24. Adjusting Manhole Covers.**

*Add the following to standard spec 611.3.7(1):*

Adjusting Manhole Covers shall be made after final lift of asphalt pavement has been made. Contractor to plate all manholes prior to asphalt placement and mark location of each manhole. Once asphalt placement has been finished the contractor shall use a 4-foot diameter roadway coring bit to remove new asphalt and crushed aggregate to expose plate. Once coring is done contractor to set manhole casting to finish grade, fill in cored hole with Base Aggregate Dense 1 1/4-Inch conforming to 305, and minimum 8-inch concrete with two #4 reinforcement steel hoops (36" diameter, 2-inch clear). Contractor shall compact crushed aggregate by mechanical method, no manual compaction will be allowed.

*Add the following to standard spec 611.5.5(1):*

Payment also includes all required cover plates, Base Aggregate Dense 1 1/4-Inch, concrete, and reinforcement steel hoops.

## **25. Removing Signs Type II, Item 638.2602.**

*Replace standard spec 638.3.4(2) with the following:*

- (2) Signs shall remain property of the department. Deliver signs to 3609 Pierstorff Street, Madison. Contact Jeff Holloway at (608) 246-3268 to coordinate the delivery. Separate the signs by plywood and aluminum and palletize them so they can be unloaded using a forklift. This work will be considered incidental to the bid item "Removing Signs Type II".

swr-638-001 (20141114)

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

### **A Description**

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

For Lamp, Ballast, LED, Switch Disposal by Contractor, coordinate removal from the work site by the department's hazardous waste disposal vendor. Disposal will be billed to the department by the hazardous waste disposal vendor.

### **B Materials**

#### **B.1 Disposal by Contractor**

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

## **C Construction**

### **C.1 Removal**

Arrange for the de-energizing of luminaires after receiving approval from the engineer that the existing luminaires can be removed. Do not remove luminaires that cannot be replaced with proposed LED units and operational within the same workday. The new LED units need to be operational prior to sunset of the same workday.

Detach and remove luminaires and lamps from the existing traffic signal poles or respective structure. Avoid breaking fixtures whenever possible.

Lamps, ballasts, LED, and switches will become property of the department, and will be disposed of in an environmentally sound manner.

### **C.2 Packaging of Hazardous Materials**

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

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

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

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

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

Pack ballasts and mercury containing switches in appropriate containers.

### **C.3 Disposal by Contractor**

Complete the lamp and ballast inventory (<https://wisconsin.gov/Documents/doing-bus/eng-consultants/cnslt-rsrcs/environment/dotlampballastinventory.dotx>) and contact the hazardous waste vendor to coordinate pickup and disposal at a location specified by the contractor. Consolidate all pallets and boxes from one project at a single location. Contact the hazardous waste vendor to set up an appointment for pickup. The hazardous waste vendor requires a minimum of one week advance notice to schedule pickup.

## **D Measurement**

The department will measure Lamp, Ballast, LED, Switch Disposal by Contractor as each individual unit removed and received by the hazardous waste vendor, properly packaged and acceptably completed, matching the total number of units provided on the inventory form. The department will not measure broken fixtures that exceed a total of 10 percent of all fixtures to be disposed.

## **E Payment**

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

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

Payment is full compensation for detachment, handling, packaging, labeling, and scheduling disposal with the hazardous waste vendor; and scrapping and disposal of all other materials.

## **27. Backfilling for Sanitary Sewer Main and Water Main (Village).**

### **A Description**

Backfill for sanitary sewer mains and water mains is the material placed between the bedding and the ground surface. Backfill shall be Type II. Type II backfill shall be suitable excavated material, or other approved material, placed in uniform layers and mechanically compacted, conforming to the requirements

in the separate special provision entitled “*Village of West Baraboo Standard Sanitary Sewer Utility and Water Utility Specifications for WisDOT Let Projects, May 2023*”.

All backfill materials, methods of backfilling and compaction shall meet or exceed all of the department’s specifications as specified in standard spec 207.3.6.2, and 607.3.5.

**B Materials**

**C Construction**

**D Measurement**

**E Payment**

Payment for this work shall be included in the unit bid for related items. No payment shall be made for Backfilling for Sanitary Sewer Main and Water Main.

**28. Imported Granular Backfill (for Sanitary Sewer), Item SPV.0035.01;  
Imported Granular Backfill (for Water Main), Item SPV.0035.02.**

**A Description**

This special provision describes furnishing and installing Imported Granular Backfill (for Sanitary Sewer); Imported Granular Backfill (for Water Main) as shown on the plans, according to the pertinent provisions of standard spec 607, conforming to the requirements in the separate special provision entitled *Village of West Baraboo Standard Sanitary Sewer Utility and Water Utility Specifications for WisDOT Let Projects, May 2023*, and as hereinafter provided.

**B (Vacant)**

**C (Vacant)**

**D Measurement**

The department will measure Imported Granular Backfill (for Sanitary Sewer); Imported Granular Backfill (for Water Main) by the cubic yard, 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.0035.01	Imported Granular Backfill (for Sanitary Sewer)	CY
SPV.0035.02	Imported Granular Backfill (for Water Main)	CY

Payment is full compensation for all work herein as specified according to the *Village of West Baraboo Standard Sanitary Sewer Utility and Water Utility Specifications for WisDOT Let Projects, May 2023*. Excavating, trucking and compaction shall be included in the contract price.

29. **Remove Existing Valve Box, Item SPV.0060.01;**  
**Remove Existing Concrete Structure, Item SPV.0060.02;**  
**Remove Existing Hydrant, Item SPV.0060.03;**  
**Construction Staking Sanitary Sewer, Item SPV.0060.04;**  
**Construction Staking Water Main, Item SPV.0060.05;**  
**Sanitary Sewer Manhole, Item SPV.0060.06;**  
**Adjust Existing Sanitary Manhole, Item SPV.0060.07;**  
**Connect to Existing Sanitary Sewer Manhole, Item SPV.0060.08;**  
**Water Meter Structure with Bypass, Item SPV.0060.09;**  
**Adjust Existing Valve Box, Item SPV.0060.10;**  
**Plug 8-Inch, Item SPV.0060.11;**  
**Hydrant, Item SPV.0060.12;**  
**Valve & Box 10-Inch, Item SPV.0060.13;**  
**Valve & Box 8-Inch, Item SPV.0060.14;**  
**Valve & Box 6-Inch, Item SPV.0060.15;**  
**Tee 10-Inch x 8-Inch x 10-Inch, Item SPV.0060.16;**  
**Tee 10-Inch x 6-Inch x 10-Inch, Item SPV.0060.17;**  
**Tee 8-Inch x 8-Inch x 8-Inch, Item SPV.0060.18;**  
**Tee 8-Inch x 6-Inch x 8-Inch, Item SPV.0060.19;**  
**Bend 45 Degree 10-Inch, Item SPV.0060.20;**  
**Bend 90 Degree 8-Inch, Item SPV.0060.21;**  
**Bend 45 Degree 8-Inch, Item SPV.0060.22;**  
**Reducer 10-Inch x 8-Inch, Item SPV.0060.23;**  
**Reducer 8-Inch x 6-Inch, Item SPV.0060.24;**  
**Sanitary Sewer Wye 8-Inch x 6-Inch w/ Tracer Wire & Terminal Box, Item SPV.0060.25;**  
**Corporation, Curb Stop, Box, & Reconnect 2-Inch, Item SPV.0060.26;**  
**Corporation, Curb Stop, Box, & Reconnect 1-Inch, Item SPV.0060.27;**  
**Connect to Existing Water Main, Item SPV.0060.28;**  
**Abandon Existing Water Main, Item SPV.0060.29.**

**A Description**

This special provision describes Remove Existing Valve Box, Remove Existing Concrete Structure, Remove Existing Hydrant, Construction Staking Sanitary Sewer, Construction Staking Water Main, Sanitary Sewer Manhole, Adjust Existing Sanitary Manhole, Connect to Existing Sanitary Manhole, Water Meter Structure with Bypass, Adjust Existing Valve Box, Plug 8-Inch, Hydrant, Valve & Box 10-Inch, Valve & Box 8-Inch, Valve & Box 6-Inch, Tee 10-Inch x 8-Inch x 10-Inch, Tee 10-Inch x 6-Inch x 10-Inch, Tee 8-Inch x 8-Inch x 8-Inch, Tee 8-Inch x 6-Inch x 8-Inch, Bend 45 Degree 10-Inch, Bend 90 Degree 8-Inch, Bend 45 Degree 8-Inch, Reducer 10-Inch x 8-Inch, Reducer 8-Inch x 6-Inch, Sanitary Sewer Wye 8-Inch x 6-Inch w/ Tracer Wire & Terminal Box, Corporation, Curb Stop, Box, & Reconnect 2-Inch, Corporation, Curb Stop, Box, & Reconnect 1-Inch, Connect to Existing Water Main, Abandon Existing Water Main.

**B (Vacant)**

**C (Vacant)**

**D Measurement**

The department will measure Remove Existing Valve Box, Remove Existing Concrete Structure, Remove Existing Hydrant, Construction Staking Sanitary Sewer, Construction Staking Water Main, Sanitary Sewer Manhole, Adjust Existing Sanitary Manhole, Connect to Existing Sanitary Manhole, Water Meter Structure with Bypass, Adjust Existing Valve Box, Plug 8-Inch, Hydrant, Valve & Box 10-Inch, Valve & Box 8-Inch, Valve & Box 6-Inch, Tee 10-Inch x 8-Inch x 10-Inch, Tee 10-Inch x 6-Inch x 10-Inch, Tee 8-Inch x 8-Inch x 8-Inch, Tee 8-Inch x 6-Inch x 8-Inch, Bend 45 Degree 10-Inch, Bend 90 Degree 8-Inch, Bend 45 Degree 8-Inch, Reducer 10-Inch x 8-Inch, Reducer 8-Inch x 6-Inch, Sanitary Sewer Wye 8-Inch x 6-Inch w/ Tracer Wire & Terminal Box, Corporation, Curb Stop, Box, & Reconnect 2-Inch, Corporation, Curb Stop, Box, & Reconnect 1-Inch, Connect to Existing Water Main, Abandon Existing Water Main by each individual unit, acceptably completed.



## E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.01	Remove Existing Valve Box	EACH
SPV.0060.02	Remove Existing Concrete Structure	EACH
SPV.0060.03	Remove Existing Hydrant	EACH
SPV.0060.04	Construction Staking Sanitary Sewer	EACH
SPV.0060.05	Construction Staking Water Main	EACH
SPV.0060.06	Sanitary Manhole	EACH
SPV.0060.07	Adjust Sanitary Manhole	EACH
SPV.0060.08	Connect to Existing Sanitary Manhole	EACH
SPV.0060.09	Water Meter Structure With Bypass	EACH
SPV.0060.10	Adjust Existing Valve Box	EACH
SPV.0060.11	Plug 8-Inch	EACH
SPV.0060.12	Hydrant	EACH
SPV.0060.13	Valve & Box 10-Inch	EACH
SPV.0060.14	Valve & Box 8-Inch	EACH
SPV.0060.15	Valve & Box 6-Inch	EACH
SPV.0060.16	Tee 10-Inch x 8-Inch x 10-Inch	EACH
SPV.0060.17	Tee 10-Inch x 6-Inch x 10-Inch	EACH
SPV.0060.18	Tee 8-Inch x 8-Inch x 8-Inch	EACH
SPV.0060.19	Tee 8-Inch x 6-Inch x 8-Inch	EACH
SPV.0060.20	Bend 45 Degree 10-Inch	EACH
SPV.0060.21	Bend 90 Degree 8-Inch	EACH
SPV.0060.22	Bend 45 Degree 8-Inch	EACH
SPV.0060.23	Reducer 10-Inch x 8-Inch	EACH
SPV.0060.24	Reducer 8-Inch x 6-Inch	EACH
SPV.0060.25	Sanitary Sewer Wye 8-Inch x 6-Inch w/ Tracer Wire & Terminal Box	EACH
SPV.0060.26	Corporation, Curb Stop, Box, & Reconnect 2-Inch	EACH
SPV.0060.27	Corporation, Curb Stop, Box, & Reconnect 1-Inch	EACH
SPV.0060.28	Connect To Existing Water Main	EACH
SPV.0060.29	Abandon Existing Water Main	EACH

Payment is full compensation for for all work herein as specified according to the *Village of West Baraboo Standard Sanitary Sewer Utility and Water Utility Specifications for WisDOT Let Projects, May 2023*. Excavating, bedding materials, backfilling, fittings, reaction blocking, and joint restraint shall be included in the contract price.

- 30. Poles Type 5M – Aluminum, Item SPV.0060.30;  
Festoon Receptacle and 45-Feet of 12 AWG Wire, Item SPV.0060.31;  
Banner Arm, Item SPV.0060.32;  
Flag Holder, Item SPV.0060.33;  
Planter Bracket, Item SPV.0060.34.**

### A Description

This special provision describes providing a 30' nominal height version of the standard DOT Type 5-Aluminum 30' pole with a list of modifications found under Materials. Provide the 30' Aluminum pole according to applicable sections of the standard spec 675, the plans and these Special Provisions. The bolt circle shall be the same as the standard type 5 pole to ensure it will fit the standard DOT Transformer Bases Breakaway 11 ½-Inch Bolt Circle.

### B Materials

Provide 30' Aluminum poles in a traditional natural brush finish with bolt circle and taper required to fit standard transformer bases breakaway 11 ½ - inch bolt circle and standard 4' DOT arm mountings the same as the standard DOT type 5 pole would accommodate for all light poles noted in the Description section above. The Electrical Contractor shall confirm the 30' pole height, correct bolt circle dimensions and proper taper diameter prior to the contractor placing the order. Provide the additional strapless pole accessories as listed herein as follows:

1. Provide (2) separate 18" removable banner arms facing 180 degrees from roadside that offer the breakaway bracket feature that has pin replacement (not the spring-loaded versions). Verify final mounting heights (and confirm banner length) with Village prior to placing order.
  - a. Mounting of lower arm shall be at 12' above pole base-plate (which should result in approximately 14' above grade considering concrete base protrusion and Transformer base height adding to overall elevations).
  - b. Mounting of upper arm shall be at 16' above pole base-plate (which should result in approximately 18' above grade considering concrete base protrusion and Transformer base height adding to overall elevations).
2. Provide Festoon receptacle at 11' above pole base-plate and facing 180 degrees from roadside (also ensure standard hand hole access and transformer door access is on this same side opposite of road). Provide a heavy-duty spec grade 20 amp, 120volt standard receptacle with Metal Heavy Duty while in use vertical cover to go with vertical receptacle. Additional note that all receptacle circuits shall be fed with GFCI breakers in the lighting control cabinet to provide "readily accessible" re-setting of breakers if they trip without the need of a ladder.
3. Provide Flag holder bracket (for removable flags by owner) facing roadside at 15' above base-plate.
4. Provide planter bracket facing 180 degrees from roadside at 10' above base-plate. Hapco Model 12201, or equal.

**C Construction**

Install the pole in the same manner as the SDD 09E01-15D Pole Mounting for Lighting Units, Type 5 (30 Feet).

**D Measurement**

The department will measure Pole Type 5M–Aluminum, Festoon Receptacle and 45-Feet of 12 AWG Wire, Banner Arm, Flag Holder, Planter Bracket as each pole, 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.0060.30	Poles Type 5M – Aluminum	EACH
SPV.0060.31	Festoon Receptacle and 45-Feet of 12 AWG Wire	EACH
SPV.0060.32	Banner Arm	EACH
SPV.0060.33	Flag Holder	EACH
SPV.0060.34	Planter Bracket	EACH

Payment is full compensation for providing an installed pole and accessories.

**31. Abandon Existing Water Service, City, Item SPV.0060.37.**

**A Description**

This special provision describes abandoning the existing water service 2 inches or less at locations not reasonably adjacent to a new or replaced service according to standard specifications for Sewer and Water Construction in Wisconsin, Sixth Edition, and as hereinafter provided.

**B Materials**

Provide backfill that is according to the standard specifications.

**C Construction**

Upon verification by the contractor and confirmation by the City of Baraboo that the service is not actively in use, contractor shall abandon the existing water service. Turn off curb stop and remove curb box to minimum of 24 inches below finished grade. Dispose of all removed materials and backfill to grade.

**D Measurement**

The department will measure Abandon Existing Water Service, City as a single 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.0060.37	Abandon Existing Water System, City	EACH

Payment is full compensation for excavation; backfilling; properly disposing of surplus material; cleaning up and restoring the site of work.

**32. Abandon Existing Sanitary Service, City, Item SPV.0060.38.**

**A Description**

This special provision describes abandoning the existing sewer service at locations not reasonably adjacent to a new or replaced service according to standard specifications for Sewer and Water Construction in Wisconsin, Sixth Edition, and as hereinafter provided.

**B Materials**

Provide backfill that is according to the standard specifications.

**C Construction**

Upon verification by the contractor and confirmation by the City of Baraboo that the service is not actively in use, contractor shall abandon the existing sewer service. The existing service shall be removed, crushed, or filled with silica sand to a minimum of 3 feet beyond curb and gutter. Sanitary services in conflict with the proposed water main, proposed sanitary sewer or proposed storm sewer shall be removed and disposed of. Dispose of all removed materials and backfill to grade.

**D Measurement**

The department will measure Abandon Existing Sewer Service, City as a single 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.0060.38	Abandon Existing Sewer Service, City	EACH

Payment is full compensation for excavation, furnishing and installing all materials; backfilling; filling, properly disposing of surplus material; cleaning up and restoring the site of work.

**33. Gate Valve and Box 4-Inch, City, Item SPV.0060.39;  
Gate Valve and Box 6-Inch, City, Item SPV.0060.40;  
Gate Valve and Box 8-Inch, City, Item SPV.0060.41;  
Gate Valve and Box 10-Inch, City, Item SPV.0060.42;  
Gate Valve and Box 12-Inch, City, Item SPV.0060.43.**

**A Description**

This work shall consist of furnishing and installing gate valves and valve boxes.

**B Materials**

1. Valves shall meet the following minimum requirements:
  - a. Valves shall be resilient-seated gate valves, mechanical joint conforming to ANSI/AWWA C509 or ANSI/AWWA C515 unless specified otherwise.
2. Valves shall be installed with the following accessories:
  - a. Valve box shall consist of a top section, bottom section, base, drop lid, and necessary extensions and all shall be cast iron. Lid shall have the word "WATER" cast on the lid.
  - b. All 4 inch or larger valves shall be installed with a Valve Box Adaptor as manufactured by Adaptor Inc., or equal.

### C Construction

Submit shop drawings to the City of Baraboo prior to ordering the material. State the name of the manufacturer, the product name and include information as required to show the product meets the requirements of these specifications.

Set valves with stems vertical and plumb on subgrade material adequate to support valve assembly. Valves in water mains shall be provided and installed in locations as shown on the contract drawings. A valve box and valve box adaptor shall be provided for every valve unless otherwise specified. The valve box shall not transmit shock or stress to the valve and shall be centered and plumb over the wrench nut of the valve. The box cover shall be flush or up to a 1/2 inch lower than the surface of the finished pavement.

### D Measurement

The department will measure Gate Valve and Box (size), City by the each, acceptably completed.

### E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.39	Gate Valve and Box 4-Inch, City	EACH
SPV.0060.40	Gate Valve and Box 6-Inch, City	EACH
SPV.0060.41	Gate Valve and Box 8-Inch, City	EACH
SPV.0060.42	Gate Valve and Box 10-Inch, City	EACH
SPV.0060.43	Gate Valve and Box 12-Inch, City	EACH

Payment is full compensation for excavating, backfilling, dewatering, sheeting, shoring, for furnishing and installing gate valves, valve box operating nut extension, bolts, nuts, and gaskets and adjusting valve box height.

## 34. Hydrant, City, Item SPV.0060.44.

### A Description

This special provision describes furnishing and installing new hydrant, connecting couplings, crushed rock, concrete base, and blocking, all as shown on the plans and as provided by these specifications.

### B Materials

1. Hydrants shall be a Waterous Classic Pacer.
2. All hydrants for water main shall meet the following minimum requirements:
  - a. Hydrants shall be dry barrel fire hydrant, dry top design, conforming to ANSI/AWWA C502 with mechanical joint base connection.
  - b. Hydrants shall be manufacturer's premium model, Underwriters Laboratories, Inc. (UL) and Factory Mutual Research (FM) listed fire hydrant.
  - c. Hydrants shall be traffic design with protective groundline coupling (traffic flange) which assures reliable fracture at traffic impact. This coupling shall also allow hydrant rotation to any position after hydrant installation.
  - d. Hydrant to be furnished as standard 3-way style with two 2-1/2 inch and one 4-1/2-inch standard hose nozzles (chains on nozzle caps are required). Hydrants shall have 5-1/4-inch main valve openings.
  - e. Hydrant operating nut shall be a standard two-piece pentagon (5 sided). Operating assembly shall include, as a minimum, thrust washer, revolving nut with seal for dry top design, and lifetime lubrication.
  - f. Hydrant base shall contain a barrel drain operated by hydrant activator.
  - g. All hydrants shall be connected to the main with a 6-inch diameter (minimum) water main pipe conforming to the requirements of this section.
  - h. Upper barrel section shall be a minimum 22 inches.

- i. National standard thread, operating nut will be a standard 1-1/2 inch pentagon, CCW open.
  - j. Mechanical joint connections.
  - k. Painted red.
  - l. Maintain electrical continuity.
  - m. Resilient wedge main seat.
  - n. Bronze to bronze fittings.
  - o. Tapped drain port opening with plug.
3. Hydrants shall be furnished having seven and one-half feet (7' 6") bury, ground to bottom of hub, or as shown on the contract drawings.

**C Construction**

1. Submit shop drawings to the City of Baraboo prior to ordering the material. State the name of the manufacturer, the product name and include information as required to show the product meets the requirements of these specifications.
2. Hydrants shall be located as shown on the contract drawings or as directed by the engineer. All hydrants shall stand plumb and shall have the pumper nozzle facing the curb. Hydrants shall be set to the established grade, which shall be hereinafter considered as with nozzles at least 18 inches above the ground such that the following one or more conditions apply:
- a. Nozzle center is 18-24 inches above the top of proposed curb.
  - b. Nozzle center is 18-24 inches above the existing ground line.
  - c. Nozzle center is 18 inches above the proposed ground surface elevation for that hydrant location.

The above hydrant vertical placement may be accomplished by adding hydrant extensions. The unit price bid for the hydrant shall include the cost of extensions.

3. All hydrant drain ports shall be plugged in the following conditions:
- a. Hydrant drain port would be installed below groundwater table.
  - b. Hydrant is placed in area with known soil contamination.
  - c. Soil materials and coloration indicate groundwater may be above hydrant drain port.
  - d. Plugging is shown on the contract drawings or is directed by the engineer the field.
4. Wherever a hydrant is set in soil that is pervious, drainage shall be provided at the base of the hydrant by placing coarse gravel or crushed stone mixed with coarse sand, from the bottom of the trench to at least 6 inches above the waste opening in the hydrant and to a distance of 1 foot around the elbow. The drainage material shall be wrapped with non-woven geotextile fabric Type SAS.
5. Wherever a hydrant is set in clay or other impervious soil, drainage shall be provided at the base of the hydrant by placing compacted coarse gravel or compacted crushed stone mixed with coarse sand, under and around the elbow of the hydrant to a level of 6 inches above the waste opening in the hydrant and to a distance 3 feet along the trench back toward the main.
6. All hydrants shall be constructed with a minimum of 7 feet of cover over the lead, or as shown on the contract drawings, and be set on a solid concrete block.
7. All hydrants shall be installed with thrust restraint utilizing concrete buttresses and joint restraint, see thrust restraint this section.

**D Measurement**

The department will measure Hydrant, City by the each, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.44	Hydrant, City	EACH

Payment is full compensation for furnishing and placing hydrant, locating rod, hydrant extension, crushed rock, concrete base and blocking.

**35. Curb Stop & Box 1-Inch, City, Item SPV.0060.45;  
Curb Stop & Box 2-Inch, City, Item SPV.0060.46.**

**A Description**

This special provision describes furnishing and installing water service curb stop valves and boxes all as shown on the plans, as further directed by City of Baraboo in the field and as provided for by these specifications.

**B Materials**

1. Curb stops shall be designed for use with copper service lines and shall conform to ANSI/AWWA C800.
2. Curb stops shall be Mueller Mark II Oriseal with conductive compression fittings or approved equal.
3. All curb boxes for water services shall be Mueller or Ford Meter, Minneapolis pattern, 6-foot 6-inch bury, 1-1/4 inch upper, pentagon nut opening with stationary rod or approved equal.

**C Construction**

Submit shop drawings to the City of Baraboo prior to ordering the material. State the name of the manufacturer, the product name and include information as required to show the product meets the requirements of these specifications.

Locate curb stop and box as shown on the plans. Verify that subgrade material is adequate to support the curb box assembly and install boxes plumb and centered over the tee head. Backfill to avoid displacement or bending of the curb box.

Install copper service pipe between corporation stops and curb stops with no joints or unions. Bury depth shall be 6.5 feet. Provide 1-foot of slack in the pipe to allow for settlement and movement.

Disinfect each curb stop by immersing it into a 50 parts per million chlorine solution.

Adjust box cover to required grade and key all curb stops after backfilling to ensure proper location.

Mark location of curb boxes in the curb by stamping a "W" into the top of curb and painting it blue.

**D Measurement**

The department will measure Curb Stop & Box (size), City by the each, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.45	Curb Stop & Box 1-Inch, City	EACH
SPV.0060.46	Curb Stop & Box 2-Inch, City	EACH

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

**36. Corporation 1-Inch, City, Item SPV.0060.47;  
Corporation 2-Inch, City, Item SPV.0060.48.**

**A Description**

This special provision describes furnishing and installing water service corporations as shown on the plans, as further directed by City of Baraboo in the field and as provided by these specifications.

**B Materials**

1. Ductile Iron.
  - a. Corporation stops shall conform to ANSI/AWWA C800 for copper service lines.
  - b. Corporations larger than 1 inch shall be furnished and installed with service saddles.
  - c. Service saddles shall be rated for 250 psi, have a coated ductile iron body, 304 stainless steel strap and nitrile O-ring gasket. Service saddles shall meet all applicable parts of ANSI/AWWA C800.
  - d. Corporation stops shall be Mueller Ground Key Conductive Compression or approved equal.

2. Polyvinyl Chloride Pipe.

- a. Service line connection to PVC pipe shall be made using a saddle type connection. A simple threaded connection shall not be acceptable.
- b. Service saddles shall be rated for 250 psi, have a coated ductile iron body, 304 stainless steel strap and nitrile O-ring gasket. Tapping saddles shall meet all applicable parts of ANSI/AWWA C800.
- c. Corporation stops shall be Mueller Ground Key Conductive Compression or approved equal. Stainless steel stiffeners are required for compression fitting connections.

**C Construction**

Submit shop drawings to the City of Baraboo prior to ordering the material. State the name of the manufacturer, the product name and include information as required to show the product meets the requirements of these specifications.

Place a double wrap of Teflon tape on the corporation stop threads prior to installation in the main. Install corporation stops in the upper quadrant of the pipe. Provide watertight connection with approved tapping machine and install under main pressure.

Disinfect each corporation stop by immersing it into a 50 parts per million chlorine solution.

Install copper service pipe between corporation stops and curb stops with no joints or unions. Bury depth shall be 6.5 feet. Provide 1-foot of slack in the pipe to allow for settlement and movement.

The contractor shall record the location and size of each corporation stop on a record drawing. Corporation locations are to be measured from the closest valve. Submit record drawings to City of Baraboo upon completion of the water main portion of the project.

**D Measurement**

The department will measure Corporation (size), City by the each, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.47	Corporation 1-Inch, City	EACH
SPV.0060.48	Corporation 2-Inch, City	EACH

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

**37. Connect to Existing Water Service, City, Item SPV.0060.49.**

**A Description**

This special provision describes connecting to existing water services 2 inches or smaller as shown on the plans and provided by these specifications.

**B Materials**

Copper service pipe shall be connected to existing copper, galvanized pipe, or HDPE pipe with a mechanical compression coupling with stainless steel stiffener insert providing a seal and full pipe restraint. The coupling shall be Mueller 110 Conductive Compression Connection Model H-15400, H-15403, or approved equal.

All fittings shall conform to ANSI/AWWA Standard C800, latest edition. All brass components in contact with potable water must be made from no-lead brass. Brass alloys not listed in ANSI/AWWA C800 Paragraph 4.1.2 are not approved. Brass saddles shall be made from CDA/UNS C83600. All service fittings shall be certified as suitable for contact with drinking water by an ANSI accredited organization with ANSI/NSF Standard 61, Drinking Water Systems Components - Health Effects. All fittings shall be stamped or embossed with a mark or name indicating the product is manufactured from no-lead alloy.

**C Construction**

Submit shop drawings to the City of Baraboo prior to ordering the material. State the name of the manufacturer, the product name and include information as required to show the product meets the requirements of these specifications.

Contractor shall maintain continuous water service to customers located adjacent to the project at all times. Temporary above ground systems may be approved by the City of Baraboo prior to installation in the form of shop drawings. Temporary systems shall consist of new, chlorinated main piping and service connections to each water customer.

Following the conductivity test, pressure test and bacteria safe test, the contractor shall connect the new water services in as direct alignment as possible to the existing water services. Before the excavation is backfilled, all service connections shall be inspected for leaks and acceptability. The contractor shall be responsible to leave all service connections exposed and contact City of Baraboo for inspection.

The contractor shall be responsible to locate the existing underground water services. The plans will supply the contractor with the approximate locations as available to the owner. If the initial excavation for the location of existing building sewers and water services fails to uncover the existing services, the contractor, at his own expense, shall explore a distance of 6 feet in each direction, or a total of 12 feet, immediately in back of and parallel to the curb, or along the water main. If the existing building service or water service cannot be located within these limits and additional trenching is required, the contractor shall notify City of Baraboo.

If the existing water service is found to be larger than the specified water service or if it contains lead, the contractor shall notify City of Baraboo.

Contractor shall provide all necessary adaptors to connect to various materials and sizes.

#### **D Measurement**

The department will measure Connect to Existing Water Service, City by the each, acceptably completed.

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.49	Connect to Existing Water Service, City	EACH

Payment is full compensation for locating existing service, cutting existing service, removing any plugs or pipe, maintaining continuous service, connecting to existing service, furnishing and placing all materials, including any required fittings.

### **38. Connect to Existing Water Main, Temporary, City, Item SPV.0060.50; Connect to Existing Water Main, City, Item SPV.0060.51.**

#### **A Description**

This special provision describes cutting into and connecting new water main to existing watermain or services 4 inches and larger as shown on the plans and as provided by these specifications.

#### **B Materials**

Use materials consistent with Water Main and Water Main Fittings sections of these special provisions.

#### **C Construction**

Connecting to Existing Watermain, City and Connect to Existing Water Main, Temporary, City shall conform to industry standards. Only representatives of the owner are permitted to operate valves on existing system. The contractor will give the owner at least 48-hour notice when it is necessary to take an existing water main out of service.

Disinfect all connection materials with a 50 parts per million chlorine solution.

Disruption of water service will be during a low usage period or when it is the least inconvenient to the user. The contractor will have all proper materials and equipment immediately on hand when a water main is taken out of service for connection.

Pressure Tap: Install in location shown on the Drawings. Use approved tapping machine designed specifically for tapping under pressure. Install tapping sleeve and gate valve as part of assembly. Install blocking as required.

Cut-In Connection: Isolate segment of pipe to be cut and drain water from the line. Connect tee and sleeve assembly to pipe ends. Install blocking as required.



Connect to In-Place Fitting: Isolate segment of in-place pipe and remove blocking as required. Remove plug and drain water from the line. Install blocking as required.

Contractor shall verify the exact location, depth, size and material of the existing water main at connection points and shall notify the city immediately of any discrepancies.

Provide conductivity straps between new and old water mains. Provide temporary conductor from connection to above-grade location to allow conductivity testing.

**D Measurement**

The department will measure Connect to Existing Water Main, Temporary, City and Connect to Water Main, City by the each, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.50	Connect to Existing Water Main, Temporary, City	EACH
SPV.0060.51	Connect to Existing Water Main, City	EACH

Payment for Connect to Existing Water Main, Temporary, City is full compensation for locating, tapping and/or cutting existing watermain, removing any plugs or pipe, connecting to existing watermain, furnishing and installing all materials, including any required connecting adaptors, sleeves and fittings, and backfilling; and removal of all required connecting adaptors, sleeves, and fittings when continuing staged construction.

Payment for Connect to Existing Water Main, City is full compensation for locating, tapping and/or cutting existing watermain, removing any plugs or pipe, connecting to existing watermain, furnishing and installing all materials, including any required connecting adaptors, sleeves and fittings, and backfilling including.

**39. Lower Water Main, City, Item SPV.0060.52.**

**A Description**

This special provision describes lowering the new water main to avoid conflicts as shown on the plans and as provided by these specifications.

**B Materials**

Use materials consistent with Water main and Water Main Fittings sections of these special provisions.

**C Construction**

Lowering Water Main, City shall conform to industry standards. Provide Fittings and thrust blocks as required to provide required clearance to obstructions and as shown on the plans. Watermain shall have a minimum of 18-inch clear distance from sanitary and storm sewer pipes. If an unknown underground structure interferes with the work to such an extent that an alteration of the plan is required, the contractor shall notify the engineer.

**D Measurement**

The department will measure Lower Water Main, City by the each, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.52	Lower Water Main, City	EACH

Payment is full compensation for fittings, pipe, furnishing and placing all materials, and backfilling.

**40. Remove Hydrant, City, Item SPV.0060.53.**

**A Description**

This work shall consist of removing and disposing of existing hydrants.

**B (Vacant)**

**C Construction**

Remove and dispose of existing hydrants designated for removal. Place "Out of Service" bags on hydrants that are offline but not yet removed.

**D Measurement**

The department will measure Remove Hydrant, City by the each, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.53	Remove Hydrant	EACH

Payment is full compensation for excavating, backfilling, dewatering, sheeting, shoring, and disposal.

**41. Abandon Existing Water System, City, Item SPV.0060.54.**

**A Description**

This special provision describes abandoning the existing water system according to standard specifications for Sewer and Water Construction in Wisconsin, Sixth Edition, and as hereinafter provided.

**B Materials**

Provide backfill that is according to the standard specifications.

**C Construction**

Upon completion and acceptance of the new water system and verification that all services have been transferred to the new water main, contractor shall abandon the existing water system in place. Gate valves shall be turned to the off position and the left in place. Unless otherwise specified for abandonment, curb stops and curb stop boxes shall be removed and disposed of and the corporation stop closed. Upon removal, backfill to grade. Install a plug at main end and connect using mechanical joints. Water main and gate valves in conflict with the proposed water main, proposed sanitary sewer or proposed storm sewer shall be removed and disposed of.

**D Measurement**

The department will measure Abandon Existing Water System, City as a single 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.0060.54	Abandon Existing Water System, City	EACH

Payment is full compensation for excavation, furnishing and installing all materials; backfilling; salvaging and delivering hydrants, properly disposing of surplus material; cleaning up and restoring the site of work.

**42. Construction Staking Water Main, City, Item SPV.0060.55;  
Construction Staking Sanitary Sewer, City, Item SPV.0060.72.**

**A Description**

Perform the work according to the applicable provisions of standard spec 650.

**B (Vacant)**

**C Construction**

Horizontal and vertical staking accuracy for water main and sanitary sewer shall match the accuracy noted in standard spec 650.3.2.

**D Measurement**

The department will measure Construction Staking Water Main, City and Construction Staking Sanitary Sewer, City as a single 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.0060.55	Construction Staking Water Main, City	EACH
SPV.0060.72	Construction Staking Sanitary Sewer, City	EACH

Payment is full compensation for locating and setting all construction stakes; relocating and resetting damaged or missing construction stakes; and all other incidentals required to perform the work.

**43. Remove Sanitary Manholes, City, Item SPV.0060.56.**

**A Description**

This special provision describes removing existing sanitary structures, the locations shown on the plans and provided for by these specifications.

**B Materials**

Provide backfill that is according to the standard specifications.

**C Construction**

Upon completion and acceptance of the new sewer system and verification that all flow been transferred to the new sewer main, contractor shall abandon the existing sewer system in place. Castings shall be removed and disposed of. Manhole cones and barrel sections shall be removed and disposed of. Bases may remain in place. Backfill to grade.

**D Measurement**

The department will measure Remove Sanitary Manholes, City by the each, acceptably completed. Abandon Existing Sewer System, City will be measured separately (see SPV.0060.71).

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.56	Remove Sanitary Manholes, City	EACH

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

**44. Replace Sanitary Service Wye, 8-Inch x 4-Inch, City, Item SPV.0060.57.**

**A Description**

This special provision describes removing existing and furnishing and installing new sanitary service wye for connection between sanitary sewer main and sewer service pipe all as shown on the plans and provided by these specifications.

**B Materials**

Service wyes, pipe, and couplings shall conform to materials specifications for adjacent pipe components and the pertinent requirements of these specifications. Provide fittings and pipe of each material type from the same manufacturer.

## C Construction

Submit shop drawings to the City of Baraboo prior to ordering the material. State the name of the manufacturer, the product name and include information as required to show the product meets the requirements of these specifications.

The location and size of sanitary sewer services as shown on the plans are approximate. Actual locations and size may vary from what is shown. Remove existing service wye and length of pipe as necessary to complete the work.

Installation of pipe shall conform to ASTM D2321. There shall be no mixing of different manufacturer's pipe or fittings on a project. Compact haunching area to specified density required by ASTM D2321.

Pipes shall be fitted together and matched so when laid they will form a sewer with a smooth and uniform invert.

Install gaskets and forms according to manufacturer's recommendations for use of lubricants, cements, and other special installation requirements.

Trench Excavation Requirements shall conform to specifications listed within Sanitary Sewer special provisions.

All trench excavation and backfilling, including backfill material, compaction, and dewatering shall be considered incidental. All work shall be done by open trench excavation.

Record the location, size, length, and number of bends on services on a record drawing. Measure service locations from the closest downstream manhole. Submit sanitary record drawings to City of Baraboo upon completion of the sanitary portion of the project.

Reconnect services to the existing sewer and adjusting service without damage to the pipe. Proper watertight joints must be made.

## D Measurement

The department will measure Replace Sanitary Service Wye (size), City by the each, acceptably completed.

## E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.57	Replace Sanitary Service Wye, 8-Inch x 4-Inch, City	EACH

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

## 45. Sanitary Manholes 4-Ft Diameter, City, Item SPV.0060.58; Sanitary Manholes 5-Ft Diameter, City, Item SPV.0060.59.

### A Description

This special provision describes furnishing and installing new sanitary sewer manhole and casting all as shown on the plans, according to the plans and these specifications.

### B Materials

Precast concrete riser sections and appurtenant units (top cone and base slab, special sections, etc.) used in the construction of manholes will conform with the requirements of ASTM C478, subject to the following provisions.

Joints of riser sections are to be tongue and groove with internal and external joint seals. The internal joint seals shall be in conformance with ASTM C443. The external joint seals shall be Gator Wrap by Infi-shield, Inc. or approved equal. Top cone shall be eccentric. Inlet and outlet pipes will be joined to the structure with flexible, watertight rubber boot of the diameter, line, and grade indicated on the plan that allows differential settlement of the pipe and manhole to take place. Boots shall conform to ASTM C923. Connecting pipes to structures with grouting only is not acceptable.

The steps shall be Neenah Step No. R1981J, Badger F15 or approved equal.

Base sections of all structures will consist of monolithic base and bottom section of barrel. No joints will be allowed between base and bottom of barrel.

Sewer castings for sewer structures such as manhole frames and covers will conform to the requirements of ASTM A48 (gray iron castings). Lid-to-frame surfaces on round casting assemblies will be machine milled to provide true bearing around the entire circumference.

Manhole castings shall be Neenah R-1642 or East Jordan 1078 Locking Frames (9"). Casting lids shall be solid and non-rocking with closed pick holes and ratcheting with gasket. Adjusting shall be Cretex Pro-Ring solid HDPE or approved equal. Ladtech will not be accepted.

### **C Construction**

Construct sanitary manholes according to plan details and elevations.

Submit shop drawings to the City of Baraboo prior to ordering the materials required for this item. State the name of the manufacturer, the product name and include information as required to show the product meets the requirements of these specifications. Include a drawing of each structure showing it conforms to the plan details and elevations.

Provide trench excavation, foundations, and backfill according to the requirements as described under the item for sanitary sewer. Place precast manhole base on compacted granular subgrade.

All trench excavation and backfilling, backfill material, compaction, and dewatering shall be considered incidental.

Connect to sanitary sewer pipes. Any required coupling adaptors required will be included.

Locate steps within 1 inch of vertical alignment and within 1 inch of required vertical spacing. Maximum allowable deviation from staked and plan location is within 0.30 feet horizontal and 0.03 feet vertical.

Install adjusting rings according to manufacturer's instructions to establish required casting elevations to match finished grade.

Remove all dirt and foreign material from the structure interiors.

### **D Measurement**

The department will measure Sanitary Manholes (Size), City by the each, acceptably completed.

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.58	Sanitary Manholes 4-FT Diameter, City	EACH
SPV.0060.59	Sanitary Manholes 5-FT Diameter, City	EACH

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

## **46. Sanitary Manhole Outside Drop Section, City, Item SPV.0060.60.**

### **A Description**

This special provision describes furnishing and installing new sanitary sewer drop sections, all as shown on the plans, according to standard spec 611 and as provided by these specifications.

### **B Materials**

Precast concrete sections used in the construction of manholes will conform with the requirements of ASTM C478, subject to the following provisions.

Joints of sections are to be tongue and groove with gasketed joints. The seals shall be by Infi-shield, Inc. or approved equal. Inlet pipes will be joined to the structure with flexible, watertight rubber boot of the diameter, line, and grade indicated on the plan that allows differential settlement of the pipe and manhole to take place. Connecting pipes to structures with grouting only is not acceptable.

Tees and elbows shall be ductile iron and shall conform to the requirements of SPV.0085.01.

Drop tube and first 18 feet of incoming sanitary sewer shall be ductile iron and shall conform to the requirements of Water Main (Size), City of these Special Provisions.

**C Construction**

Construct drop sections according to plan details and elevations.

Submit shop drawings to the City of Baraboo prior to ordering the materials required for this item. State the name of the manufacturer, the product name and include information as required to show the product meets the requirements of these specifications. Include a drawing of each structure showing it conforms to the plan details and elevations.

Provide trench excavation, foundations, and backfill according to the requirements as described under the item for sanitary sewer. Place precast manhole base on compacted granular subgrade.

All trench excavation and backfilling, backfill material, compaction, and minor dewatering shall be considered incidental.

Connect to sanitary sewer pipes. Any required coupling adaptors required will be included.

Remove all dirt and foreign material from the structure interiors.

**D Measurement**

The department will measure Sanitary Manhole Outside Drop Section, City by the each, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.60	Sanitary Manhole Outside Drop Section, City	EACH

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

**47. Connect to Existing Sanitary Structure, City, Item SPV.0060.61.**

**A Description**

This special provision describes connecting new sanitary sewers to existing sanitary manholes at the locations shown on the plans and provided for by these specifications.

**B (Vacant)**

**C Construction**

Connect to existing sanitary manholes at existing booted inlets or outlets.

If existing booted inlets or outlets are at the wrong elevation, orientation or size, contractor shall core drill and boot a new inlet or outlet. Existing inlets shall be sealed. Inverts shall be chipped out and repoured.

Contractor shall verify the exact location, depth, size and material of the existing sanitary manhole at connection points and shall notify City of Baraboo immediately of any discrepancies.

**D Measurement**

The department will measure Connect to Existing Sanitary Structure, City by the each, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.61	Connect to Existing Sanitary Structure, City	EACH

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

**48. Connect to Existing Sanitary Sewer, City, Item SPV.0060.62.**

**A Description**

This special provision describes connecting new sanitary sewers to existing sanitary sewers at the locations shown on the plans and provided for by these specifications.

**B Materials**

Provide materials consistent with Sanitary Sewer items and all appropriate fittings and adaptors.

Furnish Fernco Strongback Series Coupling meeting the following standards: ASTM D5926, SSTM C1173, and CSA B602, or approved equal.

**C Construction**

When connecting a new sewer pipe to an existing sewer pipe, cut the ends of the existing sanitary sewer and connect to new sewer with pipe coupling adapters made specifically for such reconnections. Keep a record of all such connections, locations, and materials used.

Install the sanitary sewer transition coupling according to Fernco standard specifications and product quality. City of Baraboo will observe coupling installation.

Contractor shall verify the exact location, depth, size and material of the existing sanitary sewer at connection points and shall notify City of Baraboo immediately of any discrepancies.

**D Measurement**

The department will measure Connect to Existing Sanitary Sewer, City by the each, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.62	Connect to Existing Sanitary Sewer, City	EACH

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

**49. Connect to Existing Sanitary Sewer Service, City, Item SPV.0060.63.**

**A Description**

This special provision describes connecting to existing sanitary services as shown on the plans and provided by these specifications.

**B Materials**

Use materials consistent with the Sanitary Sewer and Sanitary Service sections of these specifications.

Furnish Fernco Strongback Series Coupling meeting the following standards ASTM D5926, SSTM C1173, and CSA B602, or approved equal.

**C Construction**

All building sewers shall be installed according to the Wisconsin Administrative Code and all local plumbing codes and regulations.

Install the sanitary sewer transition coupling according to Fernco standard specifications and product quality. The City of Baraboo will observe coupling installation.

Contractor shall verify the exact location, depth, size and material of the existing sanitary sewer service at connection points and shall notify City of Baraboo immediately of any discrepancies.

The contractor shall be responsible to locate the existing underground sewer services. The plans will supply the contractor with the approximate locations as available to the owner. If the initial excavation for the location of existing building sewers and water services fails to uncover the existing services, the contractor, at his own expense, shall explore a distance of 6 feet in each direction, or a total of 12 feet, immediately in back of and parallel to the curb, or along the sewer main. If the existing sewer lateral

cannot be located within these limits and additional trenching is required, the contractor shall notify City of Baraboo.

#### **D Measurement**

The department will measure Connect to Existing Sanitary Sewer Service, City by the each, acceptably completed.

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.63	Connect to Existing Sanitary Sewer Service, City	EACH

Payment is full compensation for locating and cutting existing sanitary service, removing any plugs or pipe, connecting to existing sanitary service, furnishing and placing all materials, including any items required to complete the connection including all materials, labor, tools, equipment, and incidentals necessary to complete the work.

- 50. Sanitary Service Wye, 8-Inch x 4-Inch, City, Item SPV.0060.64;  
Sanitary Service Wye, 8-Inch x 6-Inch, City, Item SPV.0060.65;  
Sanitary Service Wye, 8-Inch x 8-Inch, City, Item SPV.0060.66;  
Sanitary Service Wye, 10-Inch x 4-Inch, City, Item SPV.0060.67;  
Sanitary Service Wye, 12-Inch x 4-Inch, City, Item SPV.0060.68;  
Sanitary Service Wye, 12-Inch x 6-Inch, City, Item SPV.0060.69.**

#### **A Description**

This special provision describes furnishing and installing new sanitary service wye for connection between sanitary sewer main and sewer service pipe all as shown on the plans and provided by these specifications.

#### **B Materials**

Service wyes shall conform to materials specifications for adjacent pipe components. Provide fittings and pipe of each material type from the same manufacturer.

#### **C Construction**

Submit shop drawings to the City of Baraboo prior to ordering the material. State the name of the manufacturer, the product name and include information as required to show the product meets the requirements of these specifications.

The location and size of sanitary sewer services as shown on the plans are approximate. Actual locations and size may vary from what is shown.

Installation of pipe shall conform to ASTM D2321. There shall be no mixing of different manufacturer's pipe or fittings on a project. Compact haunching area to specified density required by ASTM D2321.

Pipes shall be fitted together and matched so when laid they will form a sewer with a smooth and uniform invert.

Install gaskets and forms according to manufacturer's recommendations for use of lubricants, cements, and other special installation requirements.

Trench Excavation Requirements shall conform to specifications listed within Sanitary Sewer special provisions.

All trench excavation and backfilling, including backfill material, compaction, and dewatering shall be considered incidental. All work shall be done by open trench excavation.

Record the location, size, length, and number of bends on services on a record drawing. Measure service locations from the closest downstream manhole. Submit sanitary record drawings to City of Baraboo upon completion of the sanitary portion of the project.

Reconnect services to the existing sewer and adjusting service without damage to the pipe. Proper watertight joints must be made.



**D Measurement**

The department will measure Sanitary Service Wye (size), City by the each, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.64	Sanitary Service Wye, 8-Inch x 4-Inch, City	EACH
SPV.0060.65	Sanitary Service Wye, 8-Inch x 6-Inch, City	EACH
SPV.0060.66	Sanitary Service Wye, 8-Inch x 8-Inch, City	EACH
SPV.0060.67	Sanitary Service Wye, 10-Inch x 4-Inch, City	EACH
SPV.0060.68	Sanitary Service Wye, 12-Inch x 4-Inch, City	EACH
SPV.0060.69	Sanitary Service Wye, 12-Inch x 6-Inch, City	EACH

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

**51. Salvaged Manhole Covers, City, Item SPV.0060.70.**

**A Description**

This special provision describes removing, storing, and reinstalling existing manhole covers and for providing and installing new adjustment rings.

**B Materials**

Adjusting shall be Cretex Pro-Ring solid HDPE or approved equal. Ladtech will not be accepted.

**C Construction**

Install adjusting rings according to manufacturer's instructions to establish required casting elevations to match finished grade. The work shall be performed according to the pertinent sections of standard spec 611.3.

**D Measurement**

The department will measure Salvaged Manhole Covers, City by the each, acceptably completed. New manholes will not be measured.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.70	Salvaged Manhole Covers, City	EACH

Payment is full compensation for providing required materials, exclusive of frames, grates, or lids available and designated for adjusting; and for removing, reinstalling and adjusting the covers. Replace covers rendered unusable by the contractor's operations.

**52. Abandon Existing Sewer System, City, Item SPV.0060.71.**

**A Description**

This special provision describes abandoning the existing sewer system according to standard specifications for Sewer and Water Construction in Wisconsin, Sixth Edition, and as hereinafter provided.

**B Materials**

Provide backfill that is according to the standard specifications.

**C Construction**

Upon completion and acceptance of the new sewer system and verification that all services have been transferred to the new sewer main, contractor shall abandon the existing sewer system in place. Castings, cones and barrel sections shall be removed and disposed of. Bases can remain in place.

Sanitary sewers shall be filled with blown silica sand and plugged at both ends. Sanitary sewers, sanitary manholes in conflict with the proposed water main, proposed sanitary sewer or proposed storm sewer shall be removed and disposed of. Cleanouts shall be removed and disposed of. Upon removal, backfill to grade.

**D Measurement**

The department will measure Abandon Existing Sewer System, City as a single 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.0060.71	Abandon Existing Sewer System, City	EACH

Payment is full compensation for excavation, furnishing and installing all materials; backfilling; salvaging and delivering castings, filling, properly disposing of surplus material; cleaning up and restoring the site of work.

- 53. **Remove, Disassemble, and Salvage Traffic Signals, STH 33 & Draper Street, Item SPV.0060.73;**
- Remove, Disassemble, and Salvage Traffic Signals, STH 33 & Broadway, Item SPV.0060.74;**
- Remove, Disassemble, and Salvage Traffic Signals, STH 33 & East Street, Item SPV.0060.75.**

**A Description**

This special provision describes disassembling and salvaging Above Ground Traffic Signal and Lighting Equipment as well as all electrical wiring according to the pertinent provisions of standard spec 204 and as hereinafter provided.

The above ground traffic signal and lighting equipment is located at the intersections of STH 13 & Draper Street, STH 13 & Broadway, and STH 13 & East Street. This includes the salvaging of all electrical wiring within the project limits.

The above ground traffic signal and lighting equipment and the electrical wiring is the city's property. After disassembling, city signal and lighting equipment shall be carefully loaded and transported to the City of Baraboo City Service Facility.

The City of Baraboo Public Works Department shall be notified at (608) 355-2735 at least five business days prior to delivery to coordinate the delivery to 450 Roundhouse Court, Baraboo, WI 53913.

**B (Vacant)**

**C (Vacant)**

**D Measurement**

The department will measure Remove, Disassemble, and Salvage Traffic Signals (Location) as each item 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.0060.73	Remove, Disassemble, and Salvage Traffic Signals, STH 33 & Draper Street	EACH
SPV.0060.74	Remove, Disassemble, and Salvage Traffic Signals, STH 33 & Broadway	EACH
SPV.0060.75	Remove, Disassemble, and Salvage Traffic Signals, STH 33 & East Street	EACH

Payment is full compensation for removing, disassembling, and salvaging traffic signals and associated equipment.

The department will pay separately for the detachment and disposal of lamps under bid item Lamp, Ballast, LED, Switch Disposal by Contractor.

54. **Furnish and Install Traffic Signal Cabinet and Controller, STH 33 & Draper Street, Item SPV.0060.76;**  
**Furnish and Install Traffic Signal Cabinet and Controller, STH 33 & Broadway, Item SPV.0060.77;**  
**Furnish and Install Traffic Signal Cabinet and Controller, STH 33 & East Street, Item SPV.0060.78.**

**A Description**

Work under this item consists of furnishing and installing an operational NEMA TS2 Type 2 traffic signal controller and cabinet as shown on the plans and as hereinafter provided.

**B Materials**

**General:**

Furnish and install equipment and assemble the cabinet conforming to the latest revision of NEMA Standards Publication TS 2 Version 2.06 (R2008), Traffic Controller Assemblies with NTCIP Requirements, National Electrical Manufacturers Association, hereinafter called NEMA TS2 Standard, except where modified in this specification. Conform all work to the Wisconsin State Electrical Code (WSEC). Conform all work 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 16 phases as specified herein.

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

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.

Provide arc flash protection within the cabinet as needed to satisfy NFPA 70E and OSHA requirements.

Provide an additional lighting breaker and contactor to be used with Catenary Lighting System.

**Cabinet:**

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.

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. Insulate the remaining area of the roof of the cabinet with a moisture resistant rigid foam board insulation with a minimum R value of 4.0 that can be perforated for an antenna.

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, aluminum, 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.

### Doors:

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

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

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

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

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.

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.

### Shelves and Mountings:

Mount a minimum of three vertical "C" channels 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.

Provide Siemens M62 controller and EDI MMU2. Locate on the lower shelf. Locate the loop detector racks and other auxiliary equipment on the top shelf. The power supply may be mounted on either shelf.

Provide an under-shelf drawer beneath the lower shelf. The drawer shall be approximately 20 inches wide and a minimum of 12 inches deep. 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. Provide a slide out shelf capable of supporting a 5 pound, 14-inch wide by 11-inch deep load. This slide out support can be the cover for the drawer as long as it extends far enough out to support the entire 11-inch depth of the laptop.

Provide a fully wired receptacle on the door that is specifically designed to support the twist and lock style plug specified for the heater element. Locate receptacle such that when installed, heater should be mounted a minimum of 6.5 inches from the bottom of the door.

### 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 a single LED light strip (GESS32-13200K or approved equal) at the top of the cabinet and the appropriate power supply to support up to four light strip panels. Wire the power supply to an ON/OFF toggle switch. Mount two LED light strips under the lower shelf fed off the power supply on the top of the cabinet. Locate one strip on each side of the drawer.

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.

### **Terminals and Facilities:**

#### 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.

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

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

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

Provide one 16-channel, 8-position, TS2 detector rack with an integrally mounted BIU mounting. Rack shall be addressable. Power the detector rack by the cabinet power supply. Fasten the loop detector racks towards the left side of the top shelf. Additional racks shall be treated as add-on items.

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 (or approved equal) 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.

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 MMU2 input and output terminations on the terminal facility. Identify the function of each terminal position on the cabinet drawings.

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

Conform all terminal facility and cabinet wiring to the WSEC. The green/walk, yellow, and red/don't walk load switch outputs shall be minimum 16-gage wire. The MMU2 (other than AC power), controller I/O, and logic ground shall be minimum 22-gage wire. All wire colors shall be consistent in all cabinets furnished in one order.

#### Auxiliary Panels:

##### 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.

Provide a pathway or mechanism for securing loop lead in cables neatly next to interface panel.

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

#### Conductor 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 MMU2 cables of sufficient length to allow the units to be placed on either cabinet shelf in the operating mode. Connecting cables shall be sleeved in a braided nylon mesh. Exposed tie-wraps and interwoven cables are unacceptable.

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

Pre-wire the terminal facility for a Type 16 MMU2.

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.

Opto isolate 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.

### Cabinet Switches:

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

Controller On/Off

Stop Time (Three Position)

Manual Detector Switches (Three Position)

- a) Position Switch Label Function
- b) Upper Stop Time Place stop time on the controller
- c) Center Run Remove the stop time input to the controller
- d) Lower Normal Connects the MMU to the controller stop time input

Locate the following switches behind the police access door:

Signal/Off

Flash/Normal

Hand/auto

Coiled hand control and cable

The above switches shall function as follows:

Off: Signals Dark

Signal: Signals On and operating as follows:

Auto Hand

Flash: Signals Flash Signals Flash

Normal: Signals Normal Signals Advance by use of hand control

### **Power Panel:**

#### 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, MMU2, 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.

All components of power panel shall meet or exceed the electrical requirements as laid out in section 5.4 of the NEMA TS2 Standard.

Provide all necessary components for a battery backup system to be retrofit into the cabinet without needing to make changes to the wiring of the power panel. Battery Backup system will support only essential equipment in the cabinet. Fan, heater, and lighting panel are examples of non-essential equipment not expected to be supported by the battery backup system.

Do not install a jumper between the equipment ground and neutral. Instead, provide this bonding jumper in a separate package labeled "For Grounding Purposes."

#### Grounding System:

On each side of the cabinet, provide a minimum 20-position neutral bus bar capable of connecting three #12 AWG wires per position.

Also, on each side of the cabinet, provide a minimum 20-position equipment ground bus bar capable of connecting three #12 AWG wires per position. Install this bus bar below the neutral bus bar.

Power Receptacles:

Mount a 120 VAC 20 amp, NEMA 5-20R GFCI convenience outlet on the interior right-side wall above or as part of the power panel. The outlet shall be fully operational and fuse protected.

Mount a 2-gang outlet on each side of the cabinet. Both of these outlets should be wired off the circuit breaker fed off the surge protector.

**Auxiliary Devices:**

Flashers:

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

Flash Transfer Relays:

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

Cabinet Power Supply:

Provide one 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.

**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.

**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.

**Traffic Signal Controller:**

Provide latest compatible version of Siemens traffic signal controller.

**C (Vacant)**

**D Measurement**

The department will Furnish and Install Traffic Signal Cabinet and Controller (Location), as each item of work, in place and accepted.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.76	Furnish and Install Traffic Signal Cabinet and Controller, STH 33 & Draper Street	EACH
SPV.0060.77	Furnish and Install Traffic Signal Cabinet and Controller, STH 33 & Broadway	EACH
SPV.0060.78	Furnish and Install Traffic Signal Cabinet and Controller, STH 33 & East Street	EACH

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



- 55. Furnish and Install Video Vehicle Detection System STH 33 & Draper Street, Item SPV.0060.79;  
Furnish and Install Video Vehicle Detection System STH 33 & Broadway, Item SPV.0060.80;  
Furnish and Install Video Vehicle Detection System STH 33 & East Street, Item SPV.0060.81.**

**A Description**

Furnish and install Iteris Vantage Next Video Detection system. System shall include cameras, camera cable, and all cabinet equipment needed to provide a fully functional system. Install the system per the manufacturer's requirements. Aim cameras and draw detection zones as shown in the plans and as directed by the engineer.

**B (Vacant)**

**C (Vacant)**

**D Measurement**

The department will measure Furnish and Install Video Vehicle Detection System (Location), demonstrated, furnished, installed, and completely operational, as each 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.0060.79	Furnish and Install Video Vehicle Detection System, STH 33 & Draper Street	EACH
SPV.0060.80	Furnish and Install Video Vehicle Detection System, STH 33 & Broadway	EACH
SPV.0060.81	Furnish and Install Video Vehicle Detection System, STH 33 & East Street	EACH

Payment is full compensation for furnishing and installing VDP, Monitor, Pointing Devices, Cameras and Enclosures, cabling, mounting brackets, testing, and set up.

- 56. Storm Sewer Tap, Item SPV.0060.90.**

**A Description**

This special provision describes providing a storm sewer tap as the plans show.

**B Materials**

Furnish grade A, A-FA, A-S, A-T, A-IS or A-IP concrete conforming to standard spec 501 as modified in standard spec 716. Provide QMP for class III ancillary concrete as specified in standard spec 716.

Use granular backfill, grade 1, conforming to standard spec 209.

**C Construction**

Carefully saw hole to receive pipe in receiving pipe or structure.

Place pipe into receiving pipe or structure flush with interior wall.

Furnish and install the concrete encasement.

**D Measurement**

The department will measure Storm Sewer Tap 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.0060.90	Storm Sewer Tap	EACH

Payment is full compensation for furnishing, hauling and placing of all materials including the concrete encasement; and for excavating, backfilling, sawing, and disposing of excess material.

**57. Inlet Covers Type H-D, Item SPV.0060.91.**

**A Description**

This special provision describes furnishing and installing inlet covers according to the plan details, the pertinent requirements of standard spec 611 and as provided in this special provision.

**B Materials**

Provide an Inlet Cover Type H frame and grate with the curb box removed and replaced with a solid flat curb plate designed for heavy traffic loading as shown in the plan details. Neenah R-3290-A casting or approved equal.

**C Construction**

Construct according to standard spec 611.3.

**D Measurement**

The department will measure Inlet Covers Type H-D 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.0060.91	Inlet Covers Type H-D	EACH

Payment is full compensation for providing covers, including frames, grates, curb plates and all other required materials and for installing and adjusting each cover.

**58. Remove and Reinstall Existing Rectangular Rapid Flashing Beacon System, Item SPV.0060.92.**

**A Description**

This special provision describes removing existing Rectangular Rapid Flashing Beacon systems from three different intersection locations, storing, and reinstalling that equipment at the same intersection locations on new concrete bases according to the pertinent provisions of standard spec 204, and 651 through 670 and as hereinafter provided. A system is defined as the two Rectangular Rapid Flashing Beacon units required for one roadway pedestrian crossing.

**B Materials**

Provide all tools and equipment necessary to remove and reinstall the existing equipment.

The concrete base and anchor bolts shall be supplied and installed to meet requirements of a Concrete Base Type 1 of standard spec 654.

**C Construction**

Complete all work for removal and installation of the equipment during the time the road is closed.

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 equipment to the engineer.

All poles, pedestal bases, beacons/light bars, push buttons, pull boxes, electrical wire, and grounding conductor and bonding jumpers are intended to be reused. In particular, it is noted that the existing wire in the equipment is to be reused. Ensure that access handhole doors and hardware remain intact.

Reinstall equipment and make the solar powered flashing beacons operational within 7 calendar days of the reinstallation.

Replace any items lost or damaged during the removal or reinstallation of the equipment at the contractor's expense.

Storage of the removed equipment prior to reinstallation is the responsibility of the contractor and is included in this bid item.

**D Measurement**

The department will measure Remove and Reinstall Existing Rectangular Rapid Flashing Beacon as each system location 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.0060.92	Remove and Reinstall Existing Rectangular Rapid Flashing Beacon	EACH

Payment is full compensation for removing, storing, and reinstalling each rectangular rapid flashing beacon system.

The department will pay separately for removal of the existing concrete base and the new concrete base.

**59. Remove and Repair Existing Stone Retaining Wall, Item SPV.0060.93.**

**A Description**

This special provision describes Remove and Repair Existing Stone Wall as shown on the plans and directed by the engineer and as hereinafter provided.

**B (Vacant)**

**C Construction**

Remove a portion of the existing stone wall as shown in the plans in such a way that minimizes damage to the remaining wall left in place. Materials removed from the wall under this bid item become the property of the contractor.

Repair the stone wall at the terminus of removal. Repair the wall with materials of similar size and color of the original wall. The contractor is responsible for any damage to the existing wall.

**D Measurement**

The department will measure Remove and Repair Existing Stone Wall by each individual unit, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.93	Remove and Repair Existing Stone Retaining Wall	EACH

Payment is full compensation for saw cutting, removing the stone wall, repairing the end of the wall, backfilling, landscaping, disposing of excess materials, including all necessary items incidental to removing and repairing of the wall.

**60. Wall Pier Connection, Item SPV.0060.94.**

**A Description**

This special provision describes providing a masonry connection between the existing stone or cast-in-place wall and the proposed modular block wall as shown on the plans and as hereinafter provided.

**B Materials**

Furnish grade A concrete conforming to standard spec 501 as modified in 700. The contractor may use cement conforming to standard spec 501.2.4.1 or may substitute for portland cement at the time of batching conforming to standard spec 501.2.4.2 for fly ash, slag, or other SCMs, or conforming to standard spec 501.2.4.3 for ASCMs. In either case the maximum total supplementary cementitious content is limited to 30 percent of the total cementitious content by weight.

**C Construction**

Unless specified otherwise, place the pier as a single unit to the dimensions shown on the plan details. Cure concrete for the masonry pier by any of the methods specified in standard spec 502.3.8.

**D Measurement**

The department will measure Wall Pier Connection by each individual unit, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.94	Wall Pier Connection	EACH

Payment is full compensation for excavation, materials, forms, falsework, placing, finishing, curing, protecting, and heating.

**61. Adjusting Manhole Covers, Item SPV.0060.95.**

**A Description**

This special provision describes adjusting storm and sanitary manhole covers to finished grade and encasing the manhole covers in concrete.

**B Materials**

Furnish 1 1/4-inch base aggregate dense conforming to standard spec 305.2. Furnish concrete conforming to standard spec 415.2. Furnish bar steel reinforcement conforming to standard spec 505.2.2. Furnish a black non-fading pigment conforming to ASTM C979. The color is to conform to AMS Standard 595A: AMS-STD 37038 or approved equal.

**C Construction**

Contractor shall record the center of manholes after installation. Contractor shall plate and pave over manholes. After surface course of asphalt has been installed, contractor shall use a four-foot diameter roadway coring bit to remove new asphalt and crushed aggregate to expose and remove the plate. Once removals are complete, contractor shall adjust manhole casting to finish grade, place and mechanically compact base aggregate dense (depth as required), and install 8-inch concrete, with surface applied color pigment according to manufacturer's instructions to provide a uniform color of the troweled surface, with two #4 reinforcement steel hoops (36-inch diameter, 2-inch clear).

**D Measurement**

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

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.95	Adjusting Manhole Covers	EACH

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

**62. Field Facilities Office Space, Item SPV.0060.96.**

**A Description**

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

**B Materials**

Provide Field Facilities Office Space conforming to standard spec 642.2.1 except delete paragraphs (1), (7), and (9).

*Replace standard spec 642.2.1(4) with the following:*

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

minimum of 400 square feet. The facility shall have no fee parking with a minimum parking for 10 cars. The space shall include a meeting room with a minimum of 200 square feet. The exterior door(s) shall have locks in good working order and keys provided for all field staff. The office space shall be located within 1 mile of the construction project. The office space needs to be provided to the engineer for one month past the contract completion date. Equip the office as specified in standard spec 642.2.2.1 except delete paragraph (1) and (4) and add the following:

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

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

### **C Construction**

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

### **D Measurement**

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

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.96	Field Facilities Office Space	EACH

Payment is full compensation for providing, equipping, securing, and maintaining the facility; for parking, for telecommunications equipment, installation, and service fees; and for providing bottled water, utilities, fuel, ventilation, and toilet facilities as required, for the time specified in standard spec 642.3. The department will pay for the cost of telecommunications usage fees incurred by department staff.

## **63. LED Luminaire, Item SPV.0060.97.**

### **A Description**

This special provision describes furnishing and installing LED luminaires.

### **B Materials**

LED luminaires shall be as shown in the Plan details and Lighting Unit Schedule.

Furnish shop drawings as specified in standard spec 506.3.2, Ensure the drawings contain sufficient detail to allow satisfactory review and show the dimensions of all equipment shown in the plans.

All threaded equipment mounting hardware shall be stainless steel.

### **C Construction**

Under the bid item LED Luminaire, furnish and install luminaires and all necessary miscellaneous accessories and hardware to complete the installation of the luminaires.

The contractor shall follow manufacturer's instructions regarding luminaire installation.

All threaded stainless steel hardware and dissimilar metal, threaded hardware shall be coated with an approved zinc-based anti-seize compound (Loctite or Jet-Lube) by the contractor.

### **D Measurement**

The department will measure LED Luminaire as each individual lighting 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.0060.97	LED Luminaire	EACH

Payment is full compensation for furnishing and installing all materials, including luminaire, accessories, hardware and fittings necessary to install the luminaire workable first class condition.

## 64. Water Main Fittings, City, Item SPV.0085.01.

### A Description

This special provision describes furnishing and installing water main fittings, all as shown on the plans and as provided by these specifications.

### B Materials

1. Ductile Iron Pipe. Full body fittings shall conform to ANSI/AWWA C110/A21.10 and ANSI/AWWA C111/A21.11 with bituminous coating. Compact fittings shall conform to ANSI/AWWA C153/A21.53 and ANSI/AWWA C111/A21.11 with bituminous coating. All fittings shall be provided with cement mortar lining conforming to ANSI/AWWA C104/A21.4.
2. Polyvinyl Chloride Pipe. Full body fittings shall conform to ANSI/AWWA C110/ A21.10 and ANSI/AWWA C111/A21.11 with bituminous coating. Compact fittings shall conform to ANSI/AWWA C153/A21.53 and ANSI/AWWA C111/21.11 with bituminous coating. All fittings shall be provided with cement mortar lining conforming to ANSI/AWWA C104/A21.4.

### C Construction

Comply with construction requirements for adjacent water main items.

Thrust Restraint - Install thrust restraints at all bends, tees and plugs and all joints within 50 feet of all bends, tees and plugs.

Concrete Blocking - In addition to thrust restraints, place concrete blocking between the fitting and undisturbed trench wall. Minimum thickness: 12 inches. Minimum area in square feet shall be according to the following:

Pipe	Tee or Plug	1/4 Bend	1/32 and 1/8 Bend	1/16 Bend
6-inch	2.9	3.1	1.6	0.8
8-inch	3.7	5.3	2.9	1.4
10-inch	5.7	8.1	4.4	2.2
12-inch	8.1	13.4	6.6	3.2
16-inch	15.1	21.4	11.6	5.9
20-inch	23.2	30.2	18.1	9.3
24-inch	33.6	48.5	26.1	13.3

Size blocking based on the larger main. Verify that bolts are accessible after concrete is poured.

### D Measurement

The department will measure Water Main Fittings, City by the pound, acceptably installed. No measurement will be made of concrete blocking, glands, gaskets, rods, bolts, nuts and other accessories.

### E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0085.01	Water Main Fittings, City	LB

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

- 65. Remove Existing Water Main, Item SPV.0090.01;  
Sanitary Sewer Pipe PVC 8-Inch, Item SPV.0090.02;  
Water Main Ductile Iron 10-Inch, Item SPV.0090.03;  
Water Main Ductile Iron 8-Inch, Item SPV.0090.04;  
Water Main Ductile Iron 6-Inch, Item SPV.0090.05;  
Sanitary Sewer Lateral PVC 6-Inch, Item SPV.0090.06;  
Water Service Copper 2-Inch, Item SPV.0090.07;  
Water Service Copper 1-Inch, Item SPV.0090.08.**

**A Description**

This special provision describes Remove Existing Water Main, Sanitary Sewer Pipe PVC 8-Inch, Water Main Ductile Iron 10-Inch, Water Main Ductile Iron 8-Inch, Water Main Ductile Iron 6-Inch, Sanitary Sewer Lateral PVC 6-Inch, Water Service Copper 2-Inch, Water Service Copper 1-Inch.

**B (Vacant)**

**C (Vacant)**

**D Measurement**

The department will measure Remove Existing Water Main, Sanitary Sewer Pipe PVC 8-Inch, Water Main Ductile Iron 10-Inch, Water Main Ductile Iron 8-Inch, Water Main Ductile Iron 6-Inch, Sanitary Sewer Lateral PVC 6-Inch, Water Service Copper 2-Inch, Water Service Copper 1-Inch by the linear foot, as acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.01	Remove Existing Water Main	LF
SPV.0090.02	Sanitary Sewer Pipe PVC 8-Inch	LF
SPV.0090.03	Water Main Ductile Iron 10-Inch	LF
SPV.0090.04	Water Main Ductile Iron 8-Inch	LF
SPV.0090.05	Water Main Ductile Iron 6-Inch	LF
SPV.0090.06	Sanitary Lateral PVC 6-Inch	LF
SPV.0090.07	Water Service Copper 2-Inch	LF
SPV.0090.08	Water Service Copper 1-Inch	LF

Payment is full compensation for all work herein as specified according to the *Village of West Baraboo Standard Sanitary Sewer Utility and Water Utility Specifications for WisDOT Let Projects, May 2023*. Excavating, bedding materials, backfilling, fittings, reaction blocking, and joint restraint shall be included in the contract price.

- 66. Water Main 4-Inch, City, Item SPV.0090.20;  
Water Main 6-Inch, City, Item SPV.0090.21;  
Water Main 8-Inch, City, Item SPV.0090.22;  
Water Main 10-Inch, City, Item SPV.0090.23;  
Water Main 12-Inch, City, Item SPV.0090.24.**

**A Description**

This special provision describes excavating required trenches, furnishing and installing watermains and backfilling the trenches.

## **B Materials**

1. Ductile Iron Pipe. Shall meet the requirements of ANSI/AWWA C151/A21.51, Class 52. Standard cement-mortar lining shall meet the requirements of ANSI/AWWA C104/A21.4. Joints shall be either push-on or mechanical joint conforming to ANSI/AWWA C111/A21.11 unless specified otherwise. All joints, fittings, etc., shall be equipped to provide electric continuity. The continuity must be provided through the use of a trademarked, well-established method acceptable to the engineer.
1. All joints for water main requiring joint restraint shall meet the following minimum requirements:
2. Mechanical Joints. Mechanical joints shall be installed with wedge action restraining glands, Mega-Lug by EBAA Iron Sales, Inc. or equal.
3. Push-on Joints. Restrained push-on joints for straight pipe shall be as manufactured by the Pipe Manufacturer. Gaskets shall meet the material requirements of ANSI/AWWA C111/A21.11. Restrained joint retainer rings shall be manufactured of ductile iron compatible with pipe.
4. All restrained joints shall have a pressure rating equal to that of the pipe.

## **C Construction**

Submit shop drawings to the City of Baraboo prior to ordering the material. State the name of the manufacturer, the product name and include information as required to show the product meets the requirements of these specifications.

Manipulation of existing valves required in order to construct work shall be performed by Baraboo Public Utilities only. Contact the Utility at least 48 hours in advance to coordinate and schedule any required valve manipulation.

Where new water main conflicts with existing water main, removal of existing water main shall be considered incidental to the work.

The contractor shall have sufficient and adequate equipment on the site of the work for unloading and lowering pipe and fittings into the trench. Extreme care shall be exercised by the contractor in handling all pipe, fittings, and special castings so as to prevent breakage. Under no circumstances shall they be dropped into the trench or so handled as to receive hard blows or jolts when being moved. Before lowering and while suspended, the pipe or fittings shall be inspected for defects. All materials used in the work must pass filed inspection. Remove all foreign matter from the inside of the pipe before installation.

Lay pipe to the required alignment and grade. Unless otherwise required, pipe shall be laid with the bell ends facing the direction of laying. When the grade exceeds 30 feet of rise per 100 feet of trench, the bells shall face upgrade. Locate hydrants, valves, and fittings according to plans. The contractor shall supply and install pipe fittings, couplings, bends, and appurtenances as required to complete the project. All tees, crosses, bends, and reducers shall be cast or ductile iron. No PVC appurtenances will be allowed.

Contractor shall install temporary water service to all users where water service will be interrupted for more than 4 hours. Contractor shall coordinate interruption to business and commercial users so the interruption will not cause a disruption of business or commercial activities. All users shall be given 24-hour notice of service interruption, except during emergencies.

All existing water mains being replaced are to remain in service until the new water mains are tested and accepted. The contractor shall make arrangements with the owner and the engineer to sequence connection and operation of new mains and abandonment of existing mains.

Every precaution shall be taken to prevent foreign material from entering the pipe while it is being placed in the line. If the crew cannot put the pipe into the trench and in place without getting earth into it, the engineer may require that before lowering the pipe into the trench, a heavy, tightly woven canvas bag of suitable size shall be placed over each end and left there until the connection is to be made to the adjacent pipe. During laying operations, no debris, tools, clothing, or other materials shall be placed in the pipe.

Thrust restraint is required for all bends, caps, plugs, tees, and valves adjacent to tees. Thrust restraint shall be provided by use of concrete buttresses and wedge action restraining glands. Concrete buttresses shall be poured against firm, undisturbed ground. When concrete buttresses cannot be placed against undisturbed ground, they shall be placed against fill material of composition conforming to the requirements of ASTM C12 or ASTM D2321 as applicable for rigid and flexible pipe respectively, compacted to 95 percent of the modified proctor density for the material. The buttresses shall be constructed to the minimum dimensions as shown on the contract drawings or as required by the engineer. All buttresses shall be formed to keep the joints free of concrete. Solid precast concrete blocks



may be used in lieu of the poured buttresses when approved by the engineer. When concrete blocks are used, they shall be stepped-out to match the minimum dimensions required for poured concrete buttresses. Ductile iron or PVC pipe connecting to HDPE pipe must be restrained a sufficient distance upstream to prevent joint separation due to contraction of the HDPE pipe. The minimum length of restrained pipe required shall be as shown on the contract drawings. If no minimum length for restrained joints is specified, the contractor shall submit the restrained joint calculations to the engineer for review prior to construction. Restrained joint fittings shall be used in conjunction with concrete buttresses. When restrained joint fittings are used, a sufficient length of pipe on each side of the fitting shall be restrained to resist the thrust forces. The minimum length of restrained pipe required shall be as shown on the contract drawings. If no minimum length for restrained joints is specified, the contractor shall submit the restrained joint calculations to the engineer for review prior to construction.

Provide joint connectivity across all joints and fittings and to appurtenances. Grind surfaces to remove coating and oxide prior to exothermic welding. Refinished ground areas after exothermic welding with anti-corrosion protective coating.

After the trench has been excavated, a layer of bedding material shall be spread over the bottom of the trench at a minimum depth of 4 inches. The pipe can be installed and jointed with a uniform support from the bedded material. The bedding material shall be brought up to a level even with the spring line of the pipe and carefully compacted as directed by the City of Baraboo. All trench excavation and backfilling, including bedding and backfill material, compaction, and dewatering shall be considered incidental.

Provide a minimum of 6.5 feet of cover over the pipe. Greater depths of cover over pipe may be necessary to clear other utilities or provide for future finished grade above pipe. Laying pipe at greater depths than 6.5 feet shall be considered incidental. Cover material shall be placed after the pipe has been properly bedded and jointed. Placement of cover material shall be by hand or equally careful means, so as to avoid jarring or pushing the pipe and to assure that no large stones or foreign materials are allowed to come into contact with the pipe. Cover material shall extend approximately 1 foot above the top of the pipe and shall be carefully and uniformly compacted to 90 percent of the modified proctor density. Following the proper placement of the cover material the trench can be backfilled.

Construct the pipe under the conflicting sewer, where water pipe is in direct conflict with sewers. Provide a minimum 18-inch space when the water main crosses beneath the sewer. Provide a minimum 6-inch space when the water main crosses above the sewer.

Water main paralleling sanitary sewers shall be laid at least 8 feet horizontally from a sanitary sewer.

No pipe shall be laid in water or on unsuitable foundation bedding except by permission of City of Baraboo only. No rocks shall be allowed within 2 feet of the pipe. If existing soils are not suitable, granular backfill shall be used within 1 foot of the pipe.

Perform the following test upon completion of the water main construction and prior to any external service connections. Prior to performing any testing, the newly installed main shall be thoroughly flushed to remove all debris and foreign materials. Flushing shall be done by the contractor upon notification of the City of Baraboo and shall be scheduled during periods of low demand. Flushing will take place as soon as possible following the installation of water main. Flushing shall be metered to record water loss

Perform a pressure and leakage test on new water main according to the following test procedure according to AWWA C600:

Test Pressure: 150 psi. Test Duration: 2 hours.

Test with valves open to include all stubs and DIP service laterals. When hydrants are in the test section, the test shall be made against closed hydrant valves. Contractor is responsible for removal of air from dead ends by installing taps or corporation stops at locations as approved by City of Baraboo. Upon completion of testing, corporation stops shall be removed and plugged or left in place at the direction of City of Baraboo.

Gage requirements include: 4-1/2-inch dial size, 0 to 200 psi range, 2 psi gradation, 1/2 percent accuracy.

Do not allow pressure to vary more than 3 psi during the test. Do not allow pressure to vary more than 2 psi during the last hour of the test. Maximum length of main to be covered in any one test shall be 1400 feet.

Allowable Leakage is determined by the following formula:

$$\text{Allowable Leakage (GPH)} = S \times D \times P / 148,000$$

in which S = Length of pipe to be tested (Feet)

D = Nominal diameter of pipe (Inches)

P = Square root of the test pressure

at 150 PSI, P = 12.25 Pressure Test

Should any test section fail to meet the leakage test, the contractor shall immediately make the necessary repairs to the water main at his own expense. All visible leaks are to be repaired, regardless of the amount of leakage.

Should the pressure test fail when pressure testing against an existing valve the contractor may replace the valve under the following conditions:

1. The contractor has investigated all possible sources of leaking. City of Baraboo shall then make the determination that the existing valve should be replaced.
2. After the replacement of the valve, a pressure/leak test shall be completed and listed below will be the type of compensation that the contractor shall receive:
3. If the pressure/leak test fails after a new valve has been installed, the contractor shall further investigate the possible source of the leak and make any necessary corrections. No compensation shall be made to the contractor for removal and replacement of the existing valve and box if the existing valve was not the cause of the leak.
4. If the pressure leak test passes after the replacement of the existing valve, the contractor shall be compensated for the removal and replacement of the valve and box on a per each basis. Remove and Replace Valve and Box shall be measured and paid for per each for the size installed, and shall be full compensation for excavation, backfilling, furnishing, installing, labor and incidentals necessary to complete the work.

The contractor will not be compensated for investigating for leakage at joints, fittings, or services even if the existing valve is faulty and is replaced.

#### Perform Electrical Conductivity Test:

Perform a conductivity test within one week after completion of pressure testing of the main on all iron pipe water mains to establish that electrical thawing may be carried out in the future.

Perform test after back-filling is completed and while line is at normal operating pressure.

Test Current: 350 amperes DC. Test Duration: 5 minutes.

Test between hydrants in segments of convenient length.

Furnish DC current source, cable and all required equipment of adequate capacity to accomplish the test. Clamp cables to hydrant flange bolts. Conduct test with hydrant in the open position and caps on. Measure current continuously throughout the test with a DC ammeter hooked on a cable lead. Start test at minimum current level and increase to test level. Drain hydrant and tighten caps after test.

Failure of a segment shall be determined by current measurements that are insufficient, intermittent or unsteady. If failure occurs, isolate and correct defective contact points as indicated by failed tests. Retest failed segments after correction.

#### Bacteriological Tests and Disinfection of New Ductile Iron Pipe Water Mains and Water Services:

All water distribution system or extension to existing system or any valved section of such extension, or replacement, shall be disinfected prior to placing same in service. Disinfection of water main shall be done according to AWWA Standard C651.

Disinfection shall be by continuous feed method according to AWWA C651. The point of application of the chlorine shall be at the beginning of the new main near the supply source. The contractor shall furnish a corporation stop at a location approved by City of Baraboo.

As part of the process, all new hydrants shall be thoroughly disinfected. Hydrants shall be fully opened and filled to the nozzle outlets with disinfectant. Upon completion of the continuous feed process, nozzle caps shall be replaced, and the hydrant will remain full for 24 hours until sampling.

The initial dose of chlorine shall provide 50 mg/l free chlorine. The residual dosage after the hold period shall be at least 10 mg/l free chlorine.

After an adequate period of time for the disinfection process, the contractor shall flush the main of the disinfection chemicals. The contractor shall be responsible for all costs associated with flushing activities, including labor, supply of hose for disposal means, etc. Upon proper notification of City of Baraboo by the contractor, the contractor will sample the water for bacteria. Samples shall be collected from each section of new main as well as each branch. In cases of mains exceeding 1,200-feet in length, samples may be required to be collected along the length of line as well as at the end.

The water main shall be sampled daily until two consecutive samples pass the standard bacteriological test, at which time the contractor shall be notified, and the main may be put in service. The contractor will take all necessary samples of the water and provide any sampling supplies necessary to take these samples. Sampling costs shall be considered incidental to the unit price bid for water main. Re-chlorinate if any sample tests positive for coliform.

**D Measurement**

The department will measure Water Main (size), City by the linear foot, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.20	Water Main 4-Inch, City	LF
SPV.0090.21	Water Main 6-Inch, City	LF
SPV.0090.22	Water Main 8-Inch, City	LF
SPV.0090.23	Water Main 10-Inch, City	LF
SPV.0090.24	Water Main 12-Inch, City	LF

Payment is full compensation for all excavating, backfilling, dewatering, sheeting, shoring, removing existing watermain, for furnishing and installing watermain, pipe joints, temporary flushing points, lowering, and all test procedures.

**67. Water Service Copper Type K, 1-Inch, City, Item SPV.0090.25; Water Service Copper Type K, 2-Inch, City, Item SPV.0090.26.**

**A Description**

This special provision describes furnishing and installing new water service pipe for connection between water main the property line as shown on the plans and provided by these specifications.

**B Materials**

Copper. Water Service shall be Type “K” of annealed seamless copper tubing according to ASTM B88 and AWWA C800.

**C Construction**

Submit shop drawings to the City of Baraboo prior to ordering the material. State the name of the manufacturer, the product name and include information as required to show the product meets the requirements of these specifications.

All building sewers and water services shall be installed according to the Wisconsin Administrative Code and all local plumbing codes and regulations. All water main taps for corporation stops shall be made under pressure. No water service shall be connected to a potable outlet until the water main has passed the bacteria-safe test.

Building services may be placed in a common trench if installed concurrently. If not installed concurrently, a minimum 8-foot horizontal separation must be maintained between the water service and building sewers. A minimum of 12 inches vertical and 18 inches horizontal shall separate the water service from a sanitary service.

Install copper water service laterals without any coupling or joint from corporation stop to curb stop.

Directly tap the corporation stop into ductile iron main.

Provide 1-foot slack in the pipe to allow for settlement and movement.

All service trenches shall be backfilled with an approved backfill material and shall be compacted in 2-foot lifts to 95 percent of the modified proctor density.

All new water service curb stops shall be located as shown on the Plans and Details or as directed by City of Baraboo.

**D Measurement**

The department will measure Water Service Copper (size), City by the linear foot, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.25	Water Service Copper Type K 1-Inch, City	LF
SPV.0090.26	Water Service Copper Type K, 2-Inch, City	LF

Payment is full compensation for all excavating, backfilling, dewatering, sheeting, shoring, for furnishing and installing service pipe, bedding material, initial backfill, and all test procedures.k.

- 68. **Sanitary Sewer PVC 6-Inch, City, Item SPV.0090.27;**  
**Sanitary Sewer PVC 8-Inch, City, Item SPV.0090.28;**  
**Sanitary Sewer PVC 10-Inch, City, Item SPV.0090.29;**  
**Sanitary Sewer PVC 12-Inch, City, Item SPV.0090.30.**

**A Description**

This special provision describes furnishing and installing new PVC sanitary sewer main piping all as shown on the plans and provided by these specifications.

**B Materials**

Pipes shall conform to the following, with all related materials provided from the same manufacturer:

Description	Size	Class or Type	Specification	Joint
PVC Sewer Pipe	4" - 15"	SDR 35	ASTM D3034	Rubber Gasket

Each length of pipe shall bear the name or trademark of the manufacturer. Each length shall likewise be marked to designate the class, wall thickness designation or strength of the pipe. The markings shall be made on the exterior or interior of the pipe barrel and shall be plainly visible.

Joints shall conform with ASTM D3212. Push-on type only with bell-end grooved to receive a gasket in conformance with ASTM F477. There shall be no mixing of different manufacturer's pipe or fittings on a project.

Locating (tracer) wire shall be No. 12 solid copper with "HMWPE" 30 mil insulation. Insulation for sanitary sewer applications shall be green. To minimize splices, wire shall be supplied on spools of not less than 500 feet.

**C Construction**

Submit shop drawings to the City of Baraboo prior to ordering the material. State the name of the manufacturer, the product name and include information as required to show the product meets the requirements of these specifications.

During the unloading process, all pipe and accessories shall be inspected by the contractor. Notify City of Baraboo of all material found defective. City of Baraboo will inspect the material and have the right to reject any materials found unsatisfactory. Promptly remove all rejected material from the job site.

Removal of existing facilities, trench excavation and backfill and restoration shall be according to the provisions of these specifications.

Lay and maintain all pipe to the lines and grades shown on the plans. Set pipe grades with a pipe laser.

Provide pipe of the material and size shown on the plans for the location.

Water mains crossing beneath sanitary or storm sewer mains, or services shall be laid to provide a minimum separation of 18 inches between the top of the water main and the bottom of the sewer. When water mains pass above a sewer a minimum separation of 6 inches shall be provided.

Separate sewers and manholes at least 8 feet horizontally from any water main.

When connecting to existing sewers, give City of Baraboo 48-hour notice prior to taking a sewer out of service. The contractor shall obtain approval from City of Baraboo prior to taking the sewer out of service. Disruption of service shall be during the time of day when the least inconvenience will be caused to the owner and kept to a minimum amount of time.

No pipe shall be laid in water or when the trench conditions are unsuitable for such work.

Removal and disposal of existing sanitary sewer, regardless of size or pipe material, shall be considered incidental to the work. Clay pipe may be crushed in place if remaining pieces are smaller than 3 inches. Keep clay pipe pieces away from new pipe.

Installation of pipe shall conform to ASTM D2321.

Remove all foreign matter from the inside of the pipe before lowered into its position in the trench. Keep pipe clean by approved means during and after laying. Provide temporary plug in the end of incomplete piping at the end of day and when work stops.

Pipe laying shall proceed from the lowest end of the grade and bell ends of the pipe shall face upgrade. Provide watertight plugs at end of stubs installed for future connections. Maximum deviation from staked or plan grade shall be no more than 0.30 feet horizontal and grade slope variation of 0.02 percent.

Pipe shall be laid on solid subgrade material shaped to the contour of the pipe. All pipes shall be laid with ends abutting and true to line and grade. Pipe, which has in any way been disturbed or does not conform to said line and grade before final acceptance, shall be removed and re-laid by the contractor at the contractor's expense.

Pipes shall be fitted together and matched so when laid they will form a sewer with a smooth and uniform invert.

Place plug in end of incomplete piping at end of day and when Work stops. Provide watertight plugs at future connection plugs. When water is present in trench, seals are to remain in-place while trench is pumped completely dry.

Installation shall conform to ASTM D2321. Compact haunching area to specified density required by ASTM D2321.

Install gaskets and forms according to manufacturer's recommendations for use of lubricants, cements, and other special installation requirements.

Maintain sanitary sewer flow at all times during construction. Maintaining sanitary sewer flow shall be considered incidental.

Trench Excavation Requirements:

Alignment and Grade:

- Excavate trench to alignment and grade as staked.
- Excavate no more than 100 feet in advance of pipe laying operation.

Trench Width at Pipe Zone:

- Center trench on pipe alignment.
- Minimum Width: Pipe O.D. plus 12 inches.
- Maximum Width: Pipe O.D. plus 24 inches (except rock excavation).

Excavated Materials:

- Use stable material for backfill.
- Waste unstable material as directed.
- Do not place materials on sidewalk, driveways, or drainageways.

#### Drainage:

- Provide drainage excavations when required.
- Drain trench water into natural channels or storm sewer.
- Do not drain trench water into sanitary sewer.

#### Rock Excavation:

- Blasting shall conform to all local and state ordinances.
- Submit blasting schedule for approval.
- Minimum trench width: 36 inches.
- Provide minimum 6-inch vertical clearance between pipe and rock trench bottom.
- Provide minimum 12-inch horizontal clearance between pipe and rock trench walls.
- Provide pipe foundation material for pipe in rock trenches.

#### Pipe Foundations:

City of Baraboo to determine stability of the trench bottom.

##### Stable trench bottom:

- Shape trench bottom to conform to bottom half of pipe.
- Excavate bell holes to permit proper jointing.

##### Unstable trench bottom:

- Excavate below pipe grade to specified depth.
- Refill with specified foundation material according to plan detail and the special provisions for Backfill Coarse Aggregate No. 2.
- Contractor shall receive compensation for Backfill Coarse Aggregate only for bedding pipe. Aggregate volume will be calculated as the pipe diameter plus 2 feet multiplied by the pipe length and a maximum depth of 12 inches. Aggregate used to stabilize trench walls, install dewatering equipment, or provide stable foundation outside of the pipe zone shall not be measured. Excess Aggregate used because of insufficient dewatering shall not be measured.

#### Trench Backfill Requirements:

##### Pipe Zone:

- Use native or specified foundation material free of rocks and other unsuitable debris.
- Deposit material uniformly on both sides of pipe throughout entire trench width.
- Place material in 6-inch lifts and mechanically compact.

##### Above Pipe Zone:

- Use native materials free of debris and rock, concrete or clay lumps with a volume greater than 1/3 cubic foot.
- Place in uniform lifts no more than 1 foot thick.
- Mechanically compact each lift of the upper 3 feet of the trench to a Standard Proctor.
- Density of 100 percent.
- Mechanically compact each lift under the upper 3 feet of the trench to a Standard Proctor Density of 95 percent.
- Do not backfill unless approved compaction equipment is operating.

##### Replacement Backfill:

- City of Baraboo to determine suitability of native material for backfill.
- Use replacement backfill in lieu of native materials as directed.
- Place according to the above trench backfill requirements for "Above Pipe Zone".

#### Excess or Deficiency of Backfill Material:

- Dispose of excess backfill material as directed after all trenches are backfilled.
- Provide replacement backfill as required to establish required surface elevation.

#### Field Quality Control:

- Density tests on backfill materials will be as directed by the City of Baraboo.
- Contractor to recompact all areas represented by failed density tests.
- Costs for initial test and first retest will be considered incidental.
- Costs of subsequent retests to be deducted from contractor's payment.

All trench excavation and backfilling, including bedding and backfill material, compaction, and dewatering shall be considered incidental. All work shall be done by open trench excavation.

All dewatering of trenches will be incidental to the construction.

#### Deflection Test:

Deflection tests shall be performed on all sanitary sewer pipe. The test shall be conducted after the final backfill has been in place at least 30 days.

The deflection test is to be run using a mandrel, it shall have a diameter equal to 95 percent of the inside diameter of the pipe. The test shall be performed without mechanical pulling devices. The line will be considered acceptable if mandrel can progress through line without binding. Provide corrective measures for lines not meeting these requirements.

#### Infiltration Test:

Manholes shall be watertight with no leakage permitted. Passing air test will be considered acceptable for compliance with infiltration allowances, unless leakage is observed, or pipe diameter is greater than 27 inches.

For infiltration test, place 90-degree V-notch weirs in locations directed by City of Baraboo to measure leakage in sewer lines. Allowable leakage rate shall be 200 gallons/day/inch diameter/mile of sewer between any adjacent manholes. Provide corrective measures for any line that exceeds the allowable leakage rate.

The contractor shall receive no additional compensation for tests or corrective work necessary to reduce leakage below the amount allowed by the specifications or correction of excess deflections.

Record the location, size, length, and number of bends on services on a record drawing. Measure service locations from the closest downstream manhole. Submit sanitary record drawings to City of Baraboo upon completion of the sanitary portion of the project.

All sanitary sewer lines shall be televised with all said televising costs included in the related sanitary sewer item. When sewer line flows are above the minimum requirements (generally not more than 1/4 of the pipe diameter) or inspection of the complete periphery of the pipe is necessary to effectively conduct the inspection and sealing operations, one or more of the following methods of flow control shall be used at no extra cost to the city:

1. **Plugging or Blocking:** A sewer line plug shall be inserted into the line at a manhole upstream from the section to be inspected, tested and/or sealed. The plug shall be so designed that all or any portion of the sewage flows can be released. During the inspection portion of the operation, flows shall be shut off or substantially reduced in order to properly inspect the pipe at the invert. After the inspection is complete, flows shall be restored to normal or not more than 1/3 of the pipe diameter during the joint testing and joint sealing operation.
2. **Pumping and Bypassing:** Where pumping is required, in the opinion of City of Baraboo, to assure completion of the inspection and sealing work, the contractor will be required to furnish pumping equipment, conduits, etc. All costs for flow control, temporary pumping, etc., shall be inclusive to testing and shall be included in the unit price bid for the related sanitary sewer item. No bypassed wastewaters will be allowed to be discharged to surface drainage facilities.

#### Liability:

Contractor shall be liable for damages to private or public property which may result from sewer flow control operations.

The television camera used for the inspection shall be one specifically designed and constructed for such inspection. Lighting for the camera shall be suitable to allow a clear picture for the entire periphery of the pipe. The camera shall have a minimum resolution of 600 lines and shall provide a color picture. Picture quality and definition shall be to the complete satisfaction of City of Baraboo and if unsatisfactory, equipment shall be removed, and no payment made for unsatisfactory inspection. The camera shall be moved through the line in either direction at a uniform slow rate by means of cable winches at each manhole. Contractor shall provide to Baraboo Utilities a DVD record of the inspection as well as a type written report of the inspection.

Measurement for location of defects as shown on the contract drawings shall be at the ground level by means of a meter device. Marking on cable or the like which would require interpolation for depth of manhole, etc., will not be allowed. Measurement meters shall be accurate to 0.2 of a foot. A measuring target (or the sealing packer) in front of the television camera shall be used as an exact measurement reference point and the meter reading shall show this exact location of the measurement reference point.

All tracer wire must pass a locating test, in the presence of City of Baraboo, prior to acceptance of respective pipe installation. All equipment necessary to perform the test shall be provided by the contractor.

**D Measurement**

The department will measure Sanitary Sewer PVC (size), City by the linear feet from center manhole to center of manhole, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.27	Sanitary Sewer PVC 6-Inch, City	LF
SPV.0090.28	Sanitary Sewer PVC 8-Inch, City	LF
SPV.0090.29	Sanitary Sewer PVC 10-Inch, City	LF
SPV.0090.30	Sanitary Sewer PVC 12-Inch, City	LF

Payment is full compensation for all excavating, backfilling, dewatering, sheeting, shoring, removing existing sanitary sewer, for furnishing and installing sanitary sewer, pipe joints, and all test procedures.

- 69. Sanitary Service PVC 4-Inch, City, Item SPV.0090.31;  
Sanitary Service PVC 6-Inch, City, Item SPV.0090.32;  
Sanitary Service PVC 8-Inch, City, Item SPV.0090.33.**

**A Description**

This special provision describes furnishing and installing new sanitary sewer sanitary service and riser pipe all as shown on the plans and provided by these specifications.

**B Materials**

Pipes shall conform to the following:

Description	Class or Type	Specification	Joint
PVC Sewer Service Pipe	SDR 35	ASTM D3034	Rubber Gasket

Provide fittings and pipe of each material type from the same manufacturer.

Locating (tracer) wire shall be #12 solid copper with "HMWPE" 30 mil insulation. Insulation for sanitary sewer applications shall be green. To minimize splices, wire shall be supplied on spools of not less than 500 feet.

Test Box shall be Copperhead SnakePit CD14GTP or approved equal.

**C Construction**

Submit shop drawings to the City of Baraboo prior to ordering the material. State the name of the manufacturer, the product name and include information as required to show the product meets the requirements of these specifications.



The location and size of sanitary sewer services as shown on the plans are approximate. Actual locations and size may vary from what is shown. Provide pipe of the material shown on the plans regardless of pipe size.

During the unloading process, all pipe and accessories shall be inspected by the contractor. Notify City of Baraboo of all material found defective. City of Baraboo shall inspect the material and have the right to reject any materials found unsatisfactory. Promptly remove all rejected material from the job site. Remove all foreign matter from the inside of the pipe before lowered into its position in the trench. Keep pipe clean by approved means during and after laying.

Removal of existing facilities, trench excavation and backfill and restoration shall be according to the provisions of these specifications.

Building services may be placed in a common trench if installed concurrently. If not installed concurrently, a minimum 8-foot horizontal separation must be maintained between the water service and building sewers. A minimum of 12 inches vertical and 18 inches horizontal shall separate the water service from a sanitary service.

The point of commencement for laying of building service pipe shall be at the main. Building service pipe shall be laid with the bell end pointing upgrade. Any other procedure shall be followed only with permission of City of Baraboo.

Install pipe at minimum 1 percent to maximum 2 percent grade.

Risers shall be constructed as shown in the details when directed by or approved by City of Baraboo. They shall be brought up to an elevation such that the service lateral will be approximately 11 feet below finished grade at property line. Riser pipe shall be laid at approximately a one-to-one slope to the desired depth. The remaining sewer service lateral will be laid at a minimum slope of 1 percent. The top pipe of the riser shall be a 45-degree bend. The end pipe shall be bulkheaded and marked with flagging 2 feet above the top of the riser.

All new sewer service locations shall be installed as shown on the plans or at the center of the proposed lot. If the service is not immediately connected to the house, the location of the stub end shall be marked by the contractor using a 4-inch by 4-inch by 8-foot timber set 4 feet below grade. Place gasketed plug at end of pipe.

Removal and disposal of existing sanitary sewer service materials, regardless of size or pipe material, shall be considered incidental to the work.

Installation of pipe shall conform to ASTM D2321. There shall be no mixing of different manufacturer's pipe or fittings on a project. Compact haunching area to specified density required by ASTM D2321.

Install tracer wire along entire length of service riser and pipe, from wye to service end and up to access box, taped to top center. Avoid splices and underground connections. If splices are required, provide UL-listed moisture proof connectors, self-sealing compression or heat shrink type. Allow at least 2 feet excess tracer wire to remain coiled beneath test box. Locate test box at property line or as directed by City of Baraboo. Mark location with steel fence post or as directed by City of Baraboo.

Pipes shall be fitted together and matched so when laid they will form a sewer with a smooth and uniform invert.

Install gaskets and forms according to manufacturer's recommendations for use of lubricants, cements, and other special installation requirements.

Trench Excavation Requirements shall conform to specifications listed within Sanitary Sewer special provisions.

All trench excavation and backfilling, including bedding and backfill material, compaction, and dewatering shall be considered incidental. All work shall be done by open trench excavation.

Record the location, size, length, and number of bends on services on a record drawing. Measure service locations from the closest downstream manhole. Submit sanitary record drawings to City of Baraboo and utility upon completion of the sanitary portion of the project.

Reconnect services to the existing sewer and adjusting service without damage to the pipe. Proper watertight joints must be made.

The contractor shall be responsible to locate the existing underground sewer services. The plans will supply the contractor with the approximate locations as available to the owner. If the initial excavation for the location of existing building sewers and water services fails to uncover the existing services, the contractor, at his own expense, shall explore a distance of 6 feet in each direction of the initial excavation, or a total of 12 feet, immediately in back of and parallel to the curb, or along the water main. If the existing building sewers or water services cannot be located within these limits, and additional trenching is required, the contractor shall notify City of Baraboo.

Where a sewer main is to be abandoned and replaced, each existing service, whether active or apparently inactive, shall be provided with an outlet to the new sewer.

Where an existing service has been identified as abandoned, the contractor shall omit a new service.

Mark location of tracer wire test boxes in the curb by stamping an "S" into the top of curb and painting it green.

**D Measurement**

The department will measure Sanitary Service PVC (size), City by the linear feet from the center of the main to the end of service, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.31	Sanitary Service PVC 4-Inch, City	LF
SPV.0090.32	Sanitary Service PVC 6-Inch, City	LF
SPV.0090.33	Sanitary Service PVC 8-Inch, City	LF

Payment is full compensation for all excavating, backfilling, dewatering, sheeting, shoring, removing existing sanitary services, for furnishing and installing sanitary service, pipe joints, and all test procedures.

**70. Rigid Insulation, 4-Ft x 8-Ft x 2-Inch, Item SPV.0165.01.**

**A Description**

This special provision describes Rigid Insulation, 4-ft x 8-ft x 2-inch.

**B (Vacant)**

**C (Vacant)**

**D Measurement**

The department will measure Rigid Insulation, 4-Ft x 8-Ft x 2-Inch by the square foot, as acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0165.01	Rigid Insulation, 4-Ft X 8-Ft X 2-Inch	SF

Payment is full compensation for all work herein as specified according to the *Village of West Baraboo Standard Sanitary Sewer Utility and Water Utility Specifications for WisDOT Let Projects, May 2023.*

**71. Insulation, City, Item SPV.0165.10.**

**A Description**

This special provision describes furnishing and installing insulation above water or sewer main as shown on the plans and provided by these specifications.

**B Materials**

Insulation shall be extruded polystyrene insulation (25 psi) conforming to ASTM C578, Type IV in 4 foot x 8 foot sheets with minimum thickness of 2 inches.

**C Construction**

Where required, pipes shall be insulated with 4 feet by 8 feet sheets of 2-inch insulation with the narrow side centered over the pipe.

**D Measurement**

The department will measure Insulation, City by the square foot, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0165.10	Insulation, City	SF

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

**72. Wall Modular Block Gravity Landscape (STA 63+23, RT) Item SPV.0165.20;  
Wall Modular Block Gravity Landscape (STA 65+68, RT) Item SPV.0165.21.**

**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. The name of the pre-approved proprietary wall system selected shall be furnished to the engineer within 25 days after the award of contract. The location of the plant manufacturing the facing units shall be furnished to the engineer at least 14 days prior to the project delivery.

To be eligible for use on this project, a system must have been pre-approved by the Bureau of Structures and added to that list prior to the bid closing date. To receive pre-approval, the retaining wall system must comply with all pertinent requirements of this provision and be prepared according to the requirements of Chapter 14 of the department’s LRFD Bridge Manual. Information and assistance with the pre-approval process can be obtained by contacting the Bureau of Structures, or by calling (608) 266-8494.

**B.2 Design Requirements**

It is the responsibility of the contractor to submit a design and supporting documentation as required by this special provision, for review and acceptance by the department, to show the proposed wall design is in compliance with the design specifications. The submittal shall include the following items for review: detailed plans and shop drawings, complete design calculations, explanatory notes, supporting materials, and specifications. The detailed plans and shop drawings shall include all details, dimensions, quantities and cross-sections necessary to construct the walls. Submit electronically to the engineer and Bureau of Structures for review and acceptance. 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 11-inch x 17-inch sheets, 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 ½-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 from front face to back face of the wall shall be included in the design computations and shown on the wall shop drawings. Compound stability shall be computed for the applicable strength limits. Sample analyses and hand calculations shall be submitted to verify the output of any software program used. The design calculations and notes shall clearly indicate the Capacity to Demand Ratios (CDR) for all internal and external stabilities as defined in AASHTO LRFD.

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

The minimum embedment of the wall shall be 1.5 feet below finished grade, or as given on the plans. All walls shall be provided with a concrete or base aggregate leveling pad. Minimum wall embedment does not include the leveling pad depth. Step the leveling pad to follow the general slope of the ground line. Frost depth shall not be considered in designing the wall for depth of leveling pad.

Wall facing units shall be installed on a concrete leveling pad or base aggregate leveling pad. The bottom row of blocks shall be horizontal and 100% of the block surface shall bear on the leveling pad.

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

Base aggregate leveling pads shall be as wide as the blocks plus 12 inches, and the modular blocks shall be centered on the leveling pad. The minimum thickness of the leveling pad shall be 12 inches after compaction. The leveling pad shall be made from base aggregate dense 1 1/4-inch in conformance with standard spec 305.

### **B.3 Wall System Components**

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

#### **B.3.1 Wall Facing**

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

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

All units shall incorporate a mechanism or devices that develop a mechanical connection between vertical block layers. Units that are broken, have cracks wider than 0.02 inches and longer than 25% of the nominal height of the unit, chips larger than 1 inch, have excessive efflorescence, or are otherwise deemed unacceptable by the engineer, shall not be used within the wall. A single block type and 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 depth (front face to back face) of 8 inches. The minimum front face thickness of blocks shall be 4 inches measured perpendicular from the front face to inside voids greater than 4 square inches. The minimum allowed thickness of any other portions of the block is 1¾ inches. The front face of the blocks shall conform to plan requirements for color, texture, or patterns.

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

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

For base aggregate leveling pad conform to item 305.0120 Base Aggregate Dense 1 1/4-Inch.

### B.3.2 Material Testing

Provide independent quality verification testing of project materials according to the following requirements:

Test	Method	Requirement	
		Dry-cast	Wet-cast
Compressive Strength (psi)	ASTM C140	5,000 min	4,000 min
Air Content (%)	AASHTO T152	N/A	6.0 +/-1.5
Water Absorption (%)	ASTM C140	6 max <sup>[3]</sup>	N/A
Freeze-Thaw Loss (%) 40 cycles, 5 of 5 samples 50 cycles, 4 of 5 samples	ASTM C1262 <sup>[1]</sup>	1.0 max <sup>[2][3]</sup> 1.5 max <sup>[2][3]</sup>	N/A

[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.

[3] The independent testing laboratory shall control and conduct all sampling and testing. Prior to sampling, the manufacturer's representative shall identify materials by lot. Five blocks per lot shall be randomly selected for testing. Solid blocks used as a finishing or top course shall not be selected. The selected blocks shall remain under the control of the person who conducted the sampling until shipped or delivered to the testing laboratory. All pallets of blocks within a lot shall be strapped or wrapped to secure the contents and tagged or marked for identification. The engineer will reject any pallet of blocks delivered to the project without intact security measures. At no expense to the department, the contractor shall remove all rejected blocks from the project. If a random sample of five blocks of any lot tested by the department fails to meet any of the above testing requirements, the entire lot will be considered non-conforming.

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

The certified test report shall include the following:

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

Testing of project materials shall be completed not more than 18 months prior to delivery. Independent testing frequency shall not exceed 5,000 blocks for dry-cast blocks and the lesser of 150 CY or one day's production for wet-cast blocks. The certified test results will represent all blocks within the lot. Each pallet of blocks delivered shall bear lot identification information. Block lots that do not meet the requirements of this specification or blocks without supporting certified test reports will be rejected and shall be removed from the project at no expense to the department.

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

### **B.3.3 Backfill**

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

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

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

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

## **C Construction**

### **C.1 Excavation and Backfill**

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

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

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

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

### **C.2 Compaction**

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

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

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

### **C.3 Wall Components**

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

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

### **C.4 Geotechnical Information**

Geotechnical data to be used in the design of the wall is given on the wall plan.

### **D Measurement**

The department will measure Wall Modular Block Gravity Landscape (location) by the square foot, acceptably completed, measured at the front face of wall as defined by the pay limits the contract plans show. Unless the engineer directs in writing, a change to the limits indicated on the contract plan, wall area constructed above or below these limits will not be measured for payment.

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0165.20	Wall Modular Block Gravity Landscape (STA 63+23, RT)	SF
SPV.0165.21	Wall Modular Block Gravity Landscape (STA 65+68, RT)	SF

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

Payment limit for all walls is the line of minimum embedment per section B.2. No payment will be made for additional embedment detailed for construction purposes.

Parapets, railings, and other items above the wall cap or coping will be paid for separately. Vehicle barrier and its support will be paid separately.

Any required topsoil, fertilizer, seeding or sodding and mulch will be paid for at the contract unit price for those items.

## **73. Wisconsin Department of Natural Resources Clean Water Fund and Safe Drinking Water Loan Program Requirements for Sanitary Sewer and Water Main Construction.**

Construction of sanitary sewer and water main under Project 5090-05-72 shall comply with the requirements of Wisconsin Department of Natural Resources (WisDNR) Clean Water Fund (CWF) and Safe Drinking Water Loan Program (SDWLP) as outlined in Appendix A (Special Contract Requirements), Appendix B (DBE Requirements), Appendix C (Procurement Requirements), and Appendix D (Project Signs). Proof of compliance shall be provided to City of Baraboo personnel and are a requirement of acceptance of the sanitary sewer and water main construction. Compliance with these requirements, including providing and erecting required signage, is considered incidental.

**APPENDIX A**  
**SPECIAL CONTRACT REQUIREMENTS**

See Attached



**ATTACHMENT 5-A: EQUAL OPPORTUNITY CLAUSE (EO 11246)  
(FOR CONTRACTORS)**

During the performance of this contract, the contractor agrees as follows:

1. The contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated, without regard to their race, color, religion, sex, or national origin. Such action 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 agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The contractor shall, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration without regard to race, color, religion, sex, or national origin.
3. The contractor shall send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the contractor's commitment under this section, and shall post copies of the notice in conspicuous place available to employees and applicants for employment.
4. The contractor shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.
5. The contractor shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the Department of Commerce and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and others.
6. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, the contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965 or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
7. The contractor shall include the provisions of paragraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as Commerce may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by Commerce, the contractor may request the United States to enter into such litigation to protect the interest of the United States.
8. The grantee further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work. Provided that if the grantee participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality, or subdivision of such government which does not participate in work on or under the contract.

9. The grantee agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor; that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance; and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.
  
10. The grantee further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the grantee agrees that if it fails or refuses to take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurances of future compliance has been received from such applicant, and refer the case to the Department of Justice for appropriate legal proceedings

# AFFIRMATIVE ACTION REQUIREMENTS (EO 11246)

## Division of Energy, Housing and Community Resources

### Affirmative Action Requirements (EO 11246)

## AFFIRMATIVE ACTION REQUIREMENTS (EO 11246)

*(Applicable to construction contracts/sub-contracts exceeding \$10,000)*

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for Women = 6.9 percent (this goal applies nationwide)

Goals for minority participation = \_\_\_\_\_ (this goal applies county-wide)  
*(Insert goals – see next page)*

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 a geographic area located outside of the covered area, it shall apply the goals established for such geographic area where the work is actually performed. The contractor is also subject to the goals for both its federal and nonfederal construction.

3. The contractor's compliance with the Executive Order and the regulations in 41 CFR 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 established for the geographical area where the contract resulting from this solicitation is to be performed. 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 60-4. Compliance with the goals will be measured against the total work hours performed.
4. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction sub-contract in excess of \$10,000 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 sub-contractor; employer identification number; estimated dollar amount of the sub-contract; estimated starting and completion dates of the sub-contract; and the geographical area in which the contract is to be performed.

As used in this notice, and in the contract resulting from this solicitation, the "covered area" is a description of the geographical areas where the contract is to be performed indicating the state, county and city, if any.

## Division of Energy, Housing and Community Resources

### Affirmative Action Requirements (EO 11246)

#### GOALS FOR WOMEN AND MINORITY UTILIZATION IN CONSTRUCTION

These goals apply to all federally assisted construction contracts and sub-contracts in excess of \$10,000 (EO 11246). All hours of work (federal and non-federal) in each trade, regardless of the location of work, are subject to these goals.

Directions: Use the applicable county percentage below to fill in the "Goals for minority participation" on the previous page.

A. Goals for Women—6.9 percent (this goal applies nationwide).

B. Minority Goals—percentage listed for each county:

Adams	1.7	Iowa	1.7	Polk	2.2
Ashland	1.2	Iron	1.2	Portage	.6
Barron	.6	Jackson	.6	Price	.6
Bayfield	1.2	Jefferson	7.0	Racine	8.4
Brown	1.3	Juneau	.6	Richland	1.7
Buffalo	.6	Kenosha	3.0	Rock	3.1
Burnett	2.2	Kewaunee	1.0	Rusk	.6
Calumet	.9	La Crosse	.8	St. Croix	2.9
Chippewa	.5	Lafayette	.5	Sauk	1.7
Clark	.6	Langlade	.6	Sawyer	.6
Columbia	1.7	Lincoln	.6	Shawano	1.0
Crawford	.5	Manitowoc	1.0	Sheboygan	7.0
Dane	2.2	Marathon	.6	Taylor	.6
Dodge	7.0	Marinette	1.0	Trempealeau	.6
Door	1.0	Marquette	1.7	Vernon	.6
Douglas	1.0	Menomonie	1.0	Vilas	.6
Dunn	.6	Milwaukee	8.0	Walworth	7.0
Eau Claire	.5	Monroe	.6	Washburn	.6
Florence	1.0	Oconto	1.0	Washington	8.0
Fond du Lac	1.0	Oneida	.6	Waukesha	.6
Forest	1.0	Outagamie	.9	Waupa	.6
Grant	.5	Ozaukee	8.0	Waushara	.6
Green	1.7	Pepin	.6	Winnebago	.6
Green Lake	1.0	Pier	.6	Wood	.6

**ATTACHMENT 5-E: FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CLAUSES  
CONSTRUCTION CONTRACT SPECIFICATIONS (EO 11246)**

(Applicable to construction contracts/subcontracts exceeding \$10,000)

1. As used in these specifications: (41 CFR 60-4.3)
  - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted.
  - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority.
  - c. "Employer Identification Number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
  - d. "Minority" includes:
    - i. Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
    - ii. Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish Culture or origin, regardless of race);
    - iii. Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands);
    - iv. American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the contractor, or any subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith effort to achieve the Plan goals and timetables.
4. The contractor shall implement the specific affirmative action standards provided in paragraphs 7(a) through (p) of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the contractor should reasonable be able to achieve in each construction trade in which it has employees in the covered areas. Covered construction contractors performing contracts in geographical areas where they do not have a federal or federally assisted construction contract shall apply the minority and female goals established for the geographic area where the contract is being performed. Goals are published periodically in

the Federal Register in notice form and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from federal procurement contracting officers. The contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the contractor has a collective bargaining agreement to refer either minorities or women, shall excuse the contractor's obligations under these specifications, Executive Order 11246, nor the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the contractor during the training period, and the contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
  - a. Ensure and maintain a working environment, free of harassment, intimidation, and coercion at all sites, and in all facilities where the contractor's employees are assigned to work. The contractor, where possible, will assign two or more women to each construction project. The contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the contractor's obligation to maintain such a working environment, with specific attention to minority and female individuals working at such sites or in such facilities.
  - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
  - c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female applicant and minority or female referral from a union, a recruitment source or community organization and what, if any, action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the contractor by the union, or if referred, not employed by the contractor, this shall be documented in the file with the reason along with whatever additional actions the contractor may have taken.
  - d. Provide immediate written notification to the Director when the union contractor has a collective bargaining agreement which has/has not referred a minority person or woman, or when the contractor has other information that the union referral process has impeded the contractor's efforts to meet its obligations.
  - e. Develop training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled under 7(b) above.

- f. Disseminate the contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
- h. Disseminate the contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification and discussing the contractor's EEO policy with other contractors and subcontractors with whom the contractor does, or anticipates, doing business.
- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students, and to minority and female recruitment and training organizations serving the contractor's recruitment area and employment needs. Not later than one month prior to the date of the acceptance of applications for apprenticeship or other training by any recruitment source, the contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's work force.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments, and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the contractor's obligations under these specifications are being carried out.
- n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations of offers for subcontractors from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations that assist in fulfilling one or more of their affirmative action obligations (7 a through p). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7.a. through p. of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female work force participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documents that demonstrate the effectiveness of actions taken on behalf of the contractor. The obligations shall not be a defense for the contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women must be established. The contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the contractor may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the contractor has achieved its goal for women generally, the contractor may be in violation of the Executive Order if a specific minority group of women is underutilized).
10. The contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Officer of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specification and Executive Order 11246, as amended.
13. The contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7. If the contractor fails to comply with the requirements of the Executive Order, the implementing regulations or these specifications, the Director shall proceed in accordance with 41 CFR60-4.8.
14. The contractor shall designate a responsible official to monitor all employment-related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation, if any, employee identification number when assigned, social security number, race, sex, status (e.g., mechanic, apprentice trainee, helper or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws that establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).



**ATTACHMENT 6-E: CONTRACTOR'S REPORT OF CONSTRUCTION WAGE RATES**  
 (FORM WD 10) **(Do not complete)**

U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION							
1. Contractor's Name and Address: <i>(Street, City, State, and Zip)</i>				2. Name and Description of Project:			
3. Location of Project <i>(City, County, State, ZIP code)</i>				4. Type of Construction: <i>(Check one)</i>			
				<input type="checkbox"/> Building		<input type="checkbox"/> Residential _____ Stories	
				<input type="checkbox"/> Heavy		_____ Units	
				<input type="checkbox"/> Highway			
5. Approximate Cost			6. Date Construction Began			7. Date of Completion <i>(or percentage)</i>	
INSTRUCTIONS: From the peak payroll for each classification listed, fill in the number of employed and the basic rate and fringe payments paid for each classification. Employees in an approved apprentice program or those being trained in a formal or informal training program should be included.							
8. Classifications	9. Number Employed	10. Pay Period Ending Date	11. Basic Hourly Rates	12. Fringe Benefits Payment			
				a H&W	b Pension	c Vacation	d App Tr
13. Remarks							
<b>NOTE:</b> The willful falsification of any submitted information may result in civil or criminal prosecution. See Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.							
14. Signature of Contractor				15. Telephone Number		16. Date	

This WD-10 Form is used by the U.S. Department of Labor to collect information on wages and fringe benefits for Prevailing Wage Surveys. HUD **does not** require the use of this form. Should you require additional information on the wage survey process, it is available on the U.S. Department of Labor website: [www.dol.gov](http://www.dol.gov).

## Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

**A. 1. (i) Minimum Wages.** 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 I(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 29 CFR 5.5(a)(1)(iv); 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 29 CFR 5.5(a)(1)(ii) 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.

**(ii) (a)** Any class of laborers or mechanics 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. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

**(1)** The work to be performed by the classification requested is not performed by a classification in the wage determination; and

**(2)** The classification is utilized in the area by the construction industry; and

**(3)** The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

**(b)** If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee 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 HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

**(c)** In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**(d)** The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, 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.

**(iii)** 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.

**(iv)** 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. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**2. Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, 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. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

**3. (i) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work 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. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

**(ii) (a)** The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. 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 HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, 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 subparagraph 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 HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

**(b)** 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:

**(1)** That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) 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.

(c) 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 subparagraph A.3.(ii)(b).

(d) 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.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee 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, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, 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.

(i) **Apprentices.** 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.

(ii) **Trainees.** 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 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.

**(iii) Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

**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 will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses 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 this paragraph.

**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 HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

**10. (i) Certification of Eligibility.** 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) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(ii)** 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) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(iii)** The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

**11. Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

**B. Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. 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 the individual is employed on such work to work in excess of 40 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 40 hours in such workweek.

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, 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 subparagraph (1) of this paragraph, 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 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

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**(3) Withholding for unpaid wages and liquidated damages.** HUD or its designee 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 contract, 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 subparagraph (2) of this paragraph.

**(4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph 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 subparagraphs (1) through (4) of this paragraph.

**C. Health and Safety.** The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

**(1)** No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

**(2)** The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

**(3)** The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

# EMPLOYEE RIGHTS

## UNDER THE DAVIS-BACON ACT

### FOR LABORERS AND MECHANICS EMPLOYED ON FEDERAL OR FEDERALLY ASSISTED CONSTRUCTION PROJECTS

#### PREVAILING WAGES

You must be paid not less than the wage rate listed in the Davis-Bacon Wage Decision posted with this Notice for the work you perform.

#### OVERTIME

You must be paid not less than one and one-half times your basic rate of pay for all hours worked over 40 in a work week. There are few exceptions.

#### ENFORCEMENT

Contract payments can be withheld to ensure workers receive wages and overtime pay due, and liquidated damages may apply if overtime pay requirements are not met. Davis-Bacon contract clauses allow contract termination and debarment of contractors from future federal contracts for up to three years. A contractor who falsifies certified payroll records or induces wage kickbacks may be subject to civil or criminal prosecution, fines and/or imprisonment.

#### APPRENTICES

Apprentice rates apply only to apprentices properly registered under approved Federal or State apprenticeship programs.

#### PROPER PAY

If you do not receive proper pay, or require further information on the applicable wages, contact the Contracting Officer listed below:

or contact the U.S. Department of Labor's Wage and Hour Division.



WAGE AND HOUR DIVISION  
UNITED STATES DEPARTMENT OF LABOR

1-866-487-9243  
TTY: 1-877-889-5627  
[www.dol.gov/whd](http://www.dol.gov/whd)



# DERECHOS DEL EMPLEADO BAJO LA LEY DAVIS-BACON

## PARA OBREROS Y MECÁNICOS EMPLEADOS EN PROYECTOS DE CONSTRUCCIÓN FEDERAL O CON ASISTENCIA FEDERAL

### **SALARIOS PREVALECIENTES**

No se le puede pagar menos de la tasa de pago indicada en la Decisión de Salarios Davis-Bacon fijada con este Aviso para el trabajo que Ud. desempeña.

### **SOBRETIEMPO**

Se le ha de pagar no menos de tiempo y medio de su tasa básica de pago por todas las horas trabajadas en exceso de 40 en una semana laboral. Existen pocas excepciones.

### **CUMPLIMIENTO**

Se pueden retener pagos por contratos para asegurarse que los obreros reciban los salarios y el pago de sobretiempo debidos, y se podría aplicar daños y perjuicios si no se cumple con las exigencias del pago de sobretiempo. Las cláusulas contractuales de Davis-Bacon permiten la terminación y exclusión de contratistas para efectuar futuros contratos federales hasta tres años. El contratista que falsifique los registros certificados de las nóminas de pago o induzca devoluciones de salarios puede ser sujeto a procesamiento civil o criminal, multas y/o encarcelamiento.

### **APRENDICES**

Las tasas de aprendices sólo se aplican a aprendices correctamente inscritos bajo programas federales o estatales aprobados.

### **PAGO APROPIADO**

Si Ud. no recibe el pago apropiado, o precisa de información adicional sobre los salarios aplicables, póngase en contacto con el Contratista Oficial que aparece abajo:

o póngase en contacto con la División de Horas y Salarios del Departamento de Trabajo de los EE.UU.



**DIVISIÓN DE HORAS Y SALARIOS**  
DEPARTAMENTO DE TRABAJO DE LOS EE.UU.

1-866-487-9243  
TTY: 1-877-889-5627  
[www.dol.gov/whd](http://www.dol.gov/whd)







# COMPLIANCE STATEMENT TO ACCOMPANY CONTRACTOR'S WEEKLY PAYROLL

DT1816 9/2008 (Replaces EC673)

Wisconsin Department of Transportation

The willful falsification of any of the statements on this form may subject the contractor or subcontractor to civil or criminal prosecution. See Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

Submit one copy to Regional Office

Adapted from U.S. Department of Labor Form WH-348(1)(68).

No.	State Project ID	Federal Project ID	County	Payroll Period
Contractor or Subcontractor				
Authorized Agent Name		Authorized Agent Title		Authorized Agent Phone Number

I, the undersigned, do state that:

1. I pay, or supervise the payment of the persons employed by the above contractor or subcontractor on the above project. During the payroll period designated above all persons employed on said project have been paid the full weekly wages earned, except as noted in Section 1(a) below. No rebates have been or will be made either directly to or indirectly on behalf of said contractor or subcontractor from the full weekly wages earned by any person. No deductions have been made directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948; 63 Stat. 108; 72 Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), and described below in Section 1(b).

(a) <b>Exceptions</b>	Name	Craft	Explanation	When will this person be paid?
-----------------------	------	-------	-------------	--------------------------------

(b) **Description of Deductions**

2. Any payrolls otherwise under this contract required to be submitted for the above period are correct and complete. The wage rates for laborers or mechanics contained are not less than the applicable wage rates contained in any wage determination incorporated into the contract. The classifications set forth for each laborer or mechanic conform with the work performed.

3. Any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

4. (a) **Where fringe benefits are paid to approved plans, fund, or programs.**

In addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above-referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in Section 4(c) below.

(b) **Where fringe benefits are paid in cash.**

Each laborer or mechanic listed in the above-referenced payroll has been paid as indicated on the payroll an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in Section 4(c) below.

(c) <b>Exceptions</b>	Craft	Explanation
-----------------------	-------	-------------

Remarks

X  
\_\_\_\_\_  
(Authorized Agent Signature)

## COMPLIANCE STATEMENT PREPARATION INSTRUCTIONS

This statement of compliance meets needs resulting from the amendment of the Davis-Bacon Act to include fringe benefits provisions. Under this amended law, the contractor is required to pay fringe benefits as predetermined by the Department of Labor, in addition to payment of the minimum rates. The contractor's obligation to pay fringe benefits may be met by payment of the fringes to the various plans, funds, or programs or by making these payments to the employees as cash in lieu of fringes. This statement of compliance is also a requirement under Wisconsin Supplemental Required Contract Provisions.

The contractor should **show on the face of his/her payroll all moneys paid to the employees** whether as basic rates or as cash in lieu of fringes. The contractor shall represent in the statement of compliance that **he/she is paying to others** fringes required by the contract and not paid as cash in lieu of fringes.

Detailed instructions follow:

### **Contractors who pay all required fringe benefits:**

A contractor who pays fringe benefits to approved plans, funds, or programs in amounts not less than were determined in the applicable wage decision of the Secretary of Labor shall continue to show on the face of his/her payroll the basic cash hourly rate and overtime rate paid to employees, just as has always been done. Such a contractor shall check paragraph 4(a) of the statement to indicate he/she is also paying to approved plans, funds, or programs not less than the amount predetermined as fringe benefits for each craft. Any exception shall be noted in Section 4(c).

### **Contractors who pay no fringe benefits:**

A contractor who pays no fringe benefits shall pay to the employee and insert in the straight time hourly rate column of his/her payroll an amount not less than the predetermined rate for each classification plus the amount of fringe benefits determined for each classification in the applicable wage decision. Since it is not necessary to pay time and a half on cash paid in lieu of fringes, the overtime rate shall be not less than the sum of the basic predetermined rate, plus the half time premium on the basic or regular rate, plus the required cash in lieu of fringes at the straight time rate. To simplify computation of overtime, it is suggested that the straight time basic rate and cash in lieu of fringes be separately stated in the hourly rate column, thus \$9.73/\$2.15. In addition, the contractor shall check paragraph 4(b) of the statement to indicate that he/she is paying fringe benefits in cash directly to the employees. Any exceptions shall be noted in Section 4(c).

### **Use of Section 4(c), Exceptions**

Any contractor who is making payment to approved plans, funds, or programs in amounts less than the wage determination requires, is obliged to pay the deficiency directly to the employees as cash in lieu of fringes. Any exceptions to Section 4(a) or 4(b), whichever the contractor may check, shall be entered in Section 4(c). Enter in the Exception column the craft, and enter in the Explanation column the hourly amount paid the employees as cash in lieu of fringes, and the hourly amount paid to plans, funds, or programs as fringes.

**APPENDIX B**  
**DBE REQUIREMENTS**

See Attached

# DBE GOOD FAITH EFFORTS

## What is the purpose of the Six Good Faith Efforts?

The Six Good Faith Efforts are required by EPA for financial assistance agreement recipients to ensure that all disadvantaged business enterprises (DBEs) have the opportunity to compete for procurements funded by EPA financial assistance dollars.

## What are the Six Good Faith Efforts?

- 1) Ensure DBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Tribal, Local and Government recipients, this will include placing DBEs on solicitation lists and soliciting them whenever they are potential sources.
- 2) Make information on forthcoming opportunities available to DBEs and arrange time frames for contracts and establish delivery schedules, where the requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid proposal closing date.
- 3) Consider in the contracting process whether firms competing for large contracts could subcontract with DBEs. For Tribal and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by DBEs in the competitive process.
- 4) Encourage contracting with a consortium of DBEs when a contract is too large for one of these firms to handle individually.
- 5) Use the services and assistance of the Small Business Administration (SBA) and the Minority Business Development Agency of the U.S. Department of Commerce.
- 6) If the prime contractor awards subcontracts, require the prime contractor to take the steps in paragraphs (1) through (5) of this section.

***Note: For additional information regarding the solicitation requirements, please see the attached DBE Solicitation Guidance.***

**PRIME CONTRACTORS AND SUBCONTRACTORS:** To make a good faith effort when subcontracting, a contractor can advertise for subcontractors with an ad that includes a simple statement like “DBEs, including MBEs and WBEs, are encouraged to submit proposals.” If just one advertisement is published for all areas of work that may be subcontracted, it should indicate those types of work that could be subcontracted. The advertisement(s) must appear in an industry trade publication and/or the official newspaper of public record for the municipality. ***The prime contractor should supply a copy of the advertisement to the consulting engineer or the municipality so they can submit it to the DNR along with other bid documents.***

**Contact DBEs on a Unified Certification Program (UCP) List** to solicit bids from these firms (e.g., firms registered in the WisDOT UCP, <http://wisconsin.gov/Pages/doing-bus/civil-rights/dbe/certified-firms.aspx>). This good faith effort option is available for municipalities, prime contractors and subcontractors to comply with the DBE requirements. The individual that makes the contacts should document all the contacts, preferably using [Form 8700-294a](#), the DBE Contacts Worksheet.

The UCP lists are the main sources of certified DBEs for the CWFP and the SDWLP, but there are other sources available. Any certification must meet the same requirements as those used for UCP-listed businesses. Any firm providing DBE certifications must be approved by the U.S. Environmental Protection Agency (USEPA).

**Utilize DBEs registered with the UCP** (e.g., WisDOT UCP, <http://wisconsin.gov/Pages/doing-bus/civil-rights/dbe/certified-firms.aspx>). Municipalities must require prime contractors to complete and submit with bids EPA Form 6100-4, DBE Subcontractor Utilization Form, for any DBE subcontractors they intend to use on the contract. ***Municipalities must then submit those forms to DNR along with other bidding documents prior to loan closing.***

**EIF Form 8700-294a – DBE Contacts Worksheet** (Revised April 2015). It is not mandatory to submit this form when following Option 2 to meet good faith efforts, but we encourage Contractors to use Form 8700-294a. This form provides an easy format for documenting contacts and provides DNR with all the information needed to conduct a review of DBE good faith efforts.

**EPA Form 6100-2 – DBE Program Subcontractor Participation Form.** This form gives a DBE subcontractor the opportunity to describe the work the DBE subcontractor received from the prime contractor, how much the DBE subcontractor was paid and any other concerns the DBE subcontractor might have. This form is submitted directly to EPA.

**EPA Form 6100-3 – DBE Program Subcontractor Performance Form.** This form captures an intended subcontractor’s description of work to be performed for the prime contractor and the price of the work submitted to the prime.

**EPA Form 6100-4 – DBE Program Subcontractor Utilization Form.** This form captures the prime contractor’s intended use of an identified DBE subcontractor, and the estimated dollar amount of the subcontract.

## **WHEN GOOD FAITH EFFORTS ARE NOT MET:**

**PRIME CONTRACTORS:** If a prime contractor uses none of the options to meet DBE solicitation requirements, ***7% of the costs of that specific construction contract that would have been eligible for subsidy will instead be ineligible for SDWLP funding or eligible only for market interest rate in the CWFP.***

**NOTE:** This form is authorized by chs. NR 162 and NR 166, Wis. Adm. Code. The information requested on this form is necessary for the review of solicitation of Disadvantaged Business Enterprises (DBEs). This form is intended to be a tool to assist those seeking funding from the EIF (Clean Water Fund Program or Safe Drinking Water Loan Program) to meet the DBE requirements of EIF programs. Submitting this form to the Department is optional. Applicants may submit the form as the required documentation of solicitation efforts or provide the information in some other format. Personally identifiable information provided on this form will only be used in determining whether or not DBE requirements are met. Failure to complete or submit this form has no impact on the applicant. For complete information regarding DBE requirements, see the Contract Packet for DBE Compliance on DNR's website at <http://dnr.wi.gov/Aid/documents/EIF/Guide/DBE.html>.

Contact DBEs on a Unified Certification Program (UCP) List to solicit bids from DBE firms (e.g., firms registered in the WisDOT UCP, <http://wisconsindot.gov/pages/doing-bus/civil-rights/dbe/certified-firms.aspx>). The individual that makes the contacts should document all contacts. Contact at least 2 minority business enterprises (MBEs) and 2 women's business enterprises (WBEs); additional contacts may be to any type of DBE. Only contacts made to DBEs on DOT's UCP list can be considered in determining whether a good faith effort was made to solicit DBEs.

**Project Information**  
 Name of Municipality

	EIF Project Number
Name of Prime Contractor	Information Prepared By (Name and Phone or E-Mail Address)

**Contacts**

Information Needed For Review	Contact 1	Contact 2	Contact 3
a. Name of Firm Contacted			
b. Contact's Phone Number or E-Mail			
c. Firm Type	<input type="radio"/> MBE <input type="radio"/> WBE <input type="radio"/> Other DBE	<input type="radio"/> MBE <input type="radio"/> WBE <input type="radio"/> Other DBE	<input type="radio"/> MBE <input type="radio"/> WBE <input type="radio"/> Other DBE
d. On DOT UCP list?	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
e. Date Contacted			
f. Result of contact			
g. Bid received?	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
h. If bid received and rejected, why rejected?			
i. Utilizing this firm? (If yes, more on p. 4)*	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

**Environmental Improvement Fund (EIF)  
DBE Contacts Worksheet**  
Form 8700-294A (R. 03/17)

Information Needed For Review	Contact 4	Contact 5	Contact 6
a. Name of Firm Contacted			
b. Contact's Phone Number or E-Mail			
c. Firm Type	<input type="radio"/> MBE <input type="radio"/> WBE <input type="radio"/> Other DBE	<input type="radio"/> MBE <input type="radio"/> WBE <input type="radio"/> Other DBE	<input type="radio"/> MBE <input type="radio"/> WBE <input type="radio"/> Other DBE
d. On DOT UCP list?	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
e. Date Contacted			
f. Result of contact			
g. Bid received?	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
h. If bid received and rejected, why rejected?			
i. Utilizing this firm? (If yes, more on p. 4)*	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
<b>Information Needed For Review</b>	<b>Contact 7</b>	<b>Contact 8</b>	<b>Contact 9</b>
a. Name of Firm Contacted			
b. Contact's Phone Number or E-Mail			
c. Firm Type	<input type="radio"/> MBE <input type="radio"/> WBE <input type="radio"/> Other DBE	<input type="radio"/> MBE <input type="radio"/> WBE <input type="radio"/> Other DBE	<input type="radio"/> MBE <input type="radio"/> WBE <input type="radio"/> Other DBE
d. On DOT UCP list?	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
e. Date Contacted			
f. Result of contact			
g. Bid received?	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
h. If bid received and rejected, why rejected?			
i. Utilizing this firm? (If yes, more on p. 4)*	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No



**Environmental Improvement Fund (EIF)  
DBE Contacts Worksheet**  
Form 8700-294A (R 03/17)

Information Needed For Review	Contact 10	Contact 11	Contact 12
a. Name of Firm Contacted			
b. Contact's Phone Number or E-Mail			
c. Firm Type	<input type="radio"/> MBE <input type="radio"/> WBE <input type="radio"/> Other DBE	<input type="radio"/> MBE <input type="radio"/> WBE <input type="radio"/> Other DBE	<input type="radio"/> MBE <input type="radio"/> WBE <input type="radio"/> Other DBE
d. On DOT UCP list?	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
e. Date Contacted			
f. Result of contact			
g. Bid received?	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
h. If bid received and rejected, why rejected?			
i. Utilizing this firm? (If yes, more on p. 4)*	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
Information Needed For Review	Contact 13	Contact 14	Contact 15
a. Name of Firm Contacted			
b. Contact's Phone Number or E-Mail			
c. Firm Type	<input type="radio"/> MBE <input type="radio"/> WBE <input type="radio"/> Other DBE	<input type="radio"/> MBE <input type="radio"/> WBE <input type="radio"/> Other DBE	<input type="radio"/> MBE <input type="radio"/> WBE <input type="radio"/> Other DBE
d. On DOT UCP list?	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
e. Date Contacted			
f. Result of contact			
g. Bid received?	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
h. If bid received and rejected, why rejected?			
i. Utilizing this firm? (If yes, more on p. 4)*	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

**Environmental Improvement Fund (EIF)  
DBE Contacts Worksheet**

Information Needed For Review	Contact 16	Contact 17	Contact 18
a. Name of Firm Contacted			
b. Contact's Phone Number or E-Mail			
c. Firm Type	<input type="radio"/> MBE <input type="radio"/> WBE <input type="radio"/> Other DBE	<input type="radio"/> MBE <input type="radio"/> WBE <input type="radio"/> Other DBE	<input type="radio"/> MBE <input type="radio"/> WBE <input type="radio"/> Other DBE
d. On DOT UCP list?	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
e. Date Contacted			
f. Result of contact			
g. Bid received?	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No
h. If bid received and rejected, why rejected?			
i. Utilizing this firm? (If yes, more on p. 4)*	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No

<b>Information on Utilized Firms</b>			
Business Name	Street Address	City, State, Zip	Type of Product or Service
			Subcontract Amount

**Disadvantaged Business Enterprise (DBE) Program  
DBE Subcontractor Participation Form**

An EPA Financial Assistance Agreement Recipient must require its prime contractors to provide this form to its DBE subcontractors. This form gives a DBE<sup>1</sup> subcontractor<sup>2</sup> the opportunity to describe work received and/or report any concerns regarding the EPA-funded project (e.g., in areas such as termination by prime contractor, late payments, etc.). The DBE subcontractor can, as an option, complete and submit this form to the EPA DBE Coordinator at any time during the project period of performance.

Subcontractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Prime Contractor Name		Issuing/Funding Entity:	

Contract Item Number	Description of Work Received from the Prime Contractor Involving Construction, Services , Equipment or Supplies	Amount Received by Prime Contractor

<sup>1</sup> A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

<sup>2</sup> Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.



OMB Control No: 2090-0030

Approved: 8/13/2013

Approval Expires: 8/31/2015

### Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Participation Form

Please use the space below to report any concerns regarding the above EPA-funded project:

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<b>Subcontractor Signature</b>	<b>Print Name</b>
<b>Title</b>	<b>Date</b>

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

**Disadvantaged Business Enterprise (DBE) Program  
DBE Subcontractor Performance Form**

This form is intended to capture the DBE<sup>1</sup> subcontractor's<sup>2</sup> description of work to be performed and the price of the work submitted to the prime contractor. An EPA Financial Assistance Agreement Recipient must require its prime contractor to have its DBE subcontractors complete this form and include all completed forms in the prime contractor's bid or proposal package.

Subcontractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Prime Contractor Name		Issuing/Funding Entity:	

Contract Item Number	Description of Work Submitted to the Prime Contractor Involving Construction, Services, Equipment or Supplies	Price of Work Submitted to the Prime Contractor
DBE Certified By: ___ DOT ___ SBA ___ Other: _____		Meets/ exceeds EPA certification standards? ___ YES ___ NO ___ Unknown

<sup>1</sup> A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

<sup>2</sup> Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

**Disadvantaged Business Enterprise (DBE) Program  
DBE Subcontractor Performance Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

<b>Prime Contractor Signature</b>	<b>Print Name</b>
<b>Title</b>	<b>Date</b>

<b>Subcontractor Signature</b>	<b>Print Name</b>
<b>Title</b>	<b>Date</b>

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.

### Disadvantaged Business Enterprise (DBE) Program DBE Subcontractor Utilization Form

This form is intended to capture the prime contractor's actual and/or anticipated use of identified certified DBE<sup>1</sup> subcontractors<sup>2</sup> and the estimated dollar amount of each subcontract. An EPA Financial Assistance Agreement Recipient must require its prime contractors to complete this form and include it in the bid or proposal package. Prime contractors should also maintain a copy of this form on file.

Prime Contractor Name		Project Name	
Bid/ Proposal No.	Assistance Agreement ID No. (if known)	Point of Contact	
Address			
Telephone No.		Email Address	
Issuing/Funding Entity:			

I have identified potential DBE certified subcontractors	__ YES	__ NO	
If yes, please complete the table below. If no, please explain:			
Subcontractor Name/ Company Name	Company Address/ Phone/ Email	Est. Dollar Amt	Currently DBE Certified?

Continue on back if needed

<sup>1</sup> A DBE is a Disadvantaged, Minority, or Woman Business Enterprise that has been certified by an entity from which EPA accepts certifications as described in 40 CFR 33.204-33.205 or certified by EPA. EPA accepts certifications from entities that meet or exceed EPA certification standards as described in 40 CFR 33.202.

<sup>2</sup> Subcontractor is defined as a company, firm, joint venture, or individual who enters into an agreement with a contractor to provide services pursuant to an EPA award of financial assistance.

**Disadvantaged Business Enterprise (DBE) Program  
DBE Subcontractor Utilization Form**

I certify under penalty of perjury that the forgoing statements are true and correct. Signing this form does not signify a commitment to utilize the subcontractors above. I am aware of that in the event of a replacement of a subcontractor, I will adhere to the replacement requirements set forth in 40 CFR Part 33 Section 33.302 (c).

<b>Prime Contractor Signature</b>	<b>Print Name</b>
<b>Title</b>	<b>Date</b>

The public reporting and recordkeeping burden for this collection of information is estimated to average three (3) hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed form to this address.



## APPENDIX C

### CLEAN WATER FUND AND SAFE DRINKING WATER FUND PROCUREMENT

#### American Iron and Steel Construction Contract Language

The Contractor acknowledges to and for the benefit of the \_\_\_\_\_ (“Purchaser”) and the \_\_\_\_\_ (“State”) that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund and or Drinking Water State Revolving Fund that have statutory requirements commonly known as “American Iron and Steel”; that requires all of the iron and steel products used in the project to be produced in the United States (“American Iron and Steel Requirement”) including iron and steel products provided by the Contractor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understand the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney’s fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of this project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

## Appendix 5: Sample Certifications

The following information is provided as a sample letter of **step** certification for AIS compliance. Documentation must be provided on company letterhead.

Date

Company Name

Company Address

City, State Zip

Subject: American Iron and Steel Step Certification for Project (XXXXXXXXXX)

I, (company representative), certify that the (melting, bending, coating, galvanizing, cutting, etc.) process for (manufacturing or fabricating) the following products and/or materials shipped or provided for the subject project is in full compliance with the American Iron and Steel requirement as mandated in EPA's State Revolving Fund Programs.

Item, Products and/or Materials:

1. Xxxx
2. Xxxx
3. Xxxx

Such process took place at the following location:

\_\_\_\_\_

If any of the above compliance statements change while providing material to this project we will immediately notify the prime contractor and the engineer.

Signed by company representative



**APPENDIX D**  
**PROJECT SIGNS**

**PART 1 GENERAL**

**1.01 SUMMARY**

- A. Section Includes:
  - 1. Provide one Project identification sign.

**1.02 DESIGN REQUIREMENTS**

- A. Professionally designed and lettered sign to comply with attached Infrastructure Investment and Jobs Act (IIJA) Signage Required Term and Condition.

**1.03 SUBMITTALS**

- A. Submit Shop Drawings showing content, layout, lettering, colors, sizes, and grades of members.

**PART 2 PRODUCTS**

**2.01 MATERIALS**

- A. Contractor is encouraged to use recycled or recovered materials when procuring signs. Materials to be in new or like new condition.
- B. Structure and Framing: Structurally adequate.
- C. Sign Surfaces: Exterior grade plywood with medium density overlay, minimum 3/4-inch-thick standard large sizes to minimize joints.
- D. 6-foot by 4-foot.
- E. Rough Hardware: Galvanized.
- F. Paint and Primers: Exterior quality, 2 coats; sign background of color as selected.
- G. Lettering:
  - 1. Exterior quality paint, colors per attached example.

**PART 3 EXECUTION**

**3.01 INSTALLATION**

- A. The sign must be placed at construction site in an easily visible location that can be directly linked to the work taking place. In cases where the construction site covers a large area (e.g., lead service line replacement or septic tank repair/replacement projects), a sign should be placed in an easily visible location near where the work is being performed (e.g., entrance to the neighborhood, along a main road through town, etc.).
- B. Install signs within 30 days after date fixed by Notice to Proceed.
- C. Erect supports and framing on secure foundation, free standing, rigidly braced and framed to resist wind loadings of 50 mph.

D. Install sign surface plumb and level, with butt joints. Anchor securely.

E. Paint exposed surfaces of sign, supports, and framing.

### **3.02 MAINTENANCE**

A. Maintain signs and supports clean. Repair deterioration and damage throughout the construction period.

### **3.03 REMOVAL**

A. Remove signs, framing, supports, and foundations at completion of Project and restore area.

**END OF SECTION**



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
WASHINGTON, D.C. 20460

OFFICE OF WATER

December 8, 2022

**MEMORANDUM**

**SUBJECT:** Guidelines for Implementing the Bipartisan Infrastructure Law Signage Term and Condition for the State Revolving Fund Programs

**FROM:** Raffael Stein, Director  
Water Infrastructure Division

Anita Maria Thompkins, Director  
Drinking Water Infrastructure Development Division

**TO:** Water Division Directors  
Regions I-X

The United States Chief Financial Officers (CFO) Council recently issued a Controller Alert titled, [“Enhancing Transparency Through the Use of the Building a Better America Emblem on Construction Signs.”](#) The Controller Alert informs federal agencies of the availability of the *Building A Better America* emblem and provides strategies for emblem use to increase the transparency of projects funded in whole or in part by the Infrastructure Investment and Jobs Act (IIJA), also referred to as the Bipartisan Infrastructure Law (BIL). In response to this Controller Alert, EPA’s Office of Grants and Debarment developed a term and condition that EPA must include in all fiscal year FY 2022 – 2026 Clean Water and Drinking Water State Revolving Fund (SRF) BIL capitalization grant awards. Regions must amend already-awarded BIL capitalization grants to include the new term and condition and include it in new BIL capitalization grants going forward.

For applicable projects (see next paragraph), the BIL signage term and condition will substitute for the existing SRF signage term and condition that implements the June 2015 policy, [“Guidelines for Enhancing Public Awareness of SRF Assistance Agreements.”](#) In other words, only the BIL-specific signage term and condition will apply to the applicable projects. The existing June 2015 SRF signage term and condition will continue to apply to equivalency projects funded with non-BIL (i.e., base) SRF capitalization grants. Although the 2015 signage requirement does not apply to BIL-funded SRF projects, we recommend that states encourage all borrowers/projects to notify the public of the benefits of the projects and the role of the SRF, using one of the options included in the June 2015 policy memorandum.

The BIL signage term and condition requires a physical sign displaying the official *Building a Better America* emblem and EPA logo be placed at construction sites for BIL-funded projects. For the Clean Water and Drinking Water SRF programs, this requirement applies only to the following projects:

- Construction projects identified as “equivalency projects” for BIL general supplemental capitalization grants;
- Construction projects that receive additional subsidization (grants or forgivable loans) made available by BIL general supplemental capitalization grants;
- All construction projects funded with BIL emerging contaminants capitalization grants;
- All construction projects funded with BIL lead service line replacement capitalization grants.

States must ensure that assistance recipients for which this requirement is applicable are aware of the requirement and the signage specifications. States must include this requirement in applicable assistance agreements. Additional details and specifications are included in the attached term and condition.

The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period. In cases where the construction site covers a large area (e.g., lead service line replacement or septic tank repair/replacement projects), a sign should be placed in an easily visible location near where the work is being performed (e.g., entrance to the neighborhood, along a main road through town, etc.). Signage costs are considered an allowable SRF expense, provided the costs associated with the signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, assistance recipients are encouraged to translate the language on signs (excluding the official Building a Better America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable SRF expenses, provided the costs are reasonable.

Inquiries may be directed to Josh Amaris at [Amaris.Josh@epa.gov](mailto:Amaris.Josh@epa.gov) and Nick Chamberlain at [Chamberlain.Nick@epa.gov](mailto:Chamberlain.Nick@epa.gov).

Attachment

Cc: Region I-X Branch Chiefs  
Region I-X SRF Coordinators  
Michael Deane  
Kiri Anderer

## Attachment A

### Infrastructure Investment and Jobs Act (IIJA) Signage Required Term and Condition

**This Term & Condition applies to construction projects funded in whole or in part by the Infrastructure Investment and Jobs Act (IIJA) for the following programs: Clean Water State Revolving Fund (CWSRF), Drinking Water State Revolving Fund (DWSRF), Brownfields, Superfund, Emerging Contaminants, Great Lakes Restoration Initiative (GLRI), and Solid Waste Infrastructure for Recycling (SWIFR).**

#### 1. Signage Requirements

a. Building A Better America Emblem: The recipient will ensure that a sign is placed at construction sites supported under this award displaying the official Building A Better America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law.” Construction is defined at 40 CFR 33.103 as “erection, alteration, or repair (including dredging, excavating, and painting) of buildings, structures, or other improvements to real property, and activities in response to a release or a threat of a release of a hazardous substance into the environment, or activities to prevent the introduction of a hazardous substance into a water supply.” The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The recipient will ensure compliance with the guidelines and design specifications for using the official Building A Better America emblem and corresponding logomark available at:

<https://www.whitehouse.gov/wp-content/uploads/2022/08/Building-A-Better-America-Brand-Guide.pdf>

b. EPA Logo: The recipient will ensure that signage displays the EPA logo along with the official Building A Better America emblem. The EPA logo must not be displayed in a manner that implies that EPA itself is conducting the project. Instead, the EPA logo must be accompanied with a statement indicating that the recipient received financial assistance from EPA for the project.

The recipient will ensure compliance with the sign specifications provided by the EPA Office of Public Affairs (OPA) available at: <https://www.epa.gov/grants/epa-logo-seal-specifications-signage-produced-epa-assistance-agreement-recipients>. As provided in the sign specifications from OPA, the EPA logo is the preferred identifier for assistance agreement projects and use of the EPA seal requires prior approval from the EPA. To obtain the appropriate EPA logo or seal graphic file, the recipient should send a request directly to OPA and include the EPA Project Officer in the communication. Instructions for contacting OPA is available on the [Using the EPA Seal and Logo page](#).

c. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Building A Better America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

#### 2. Public or Media Events



EPA encourages the recipient to notify the EPA Project Officer listed in this award document of public or media events publicizing the accomplishment of significant events related to construction projects as a result of this agreement and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days' notice.

===== PRESIDENT JOE BIDEN =====

# **BUILDING A BETTER AMERICA**

===== BUILD.GOV =====

**THE BIPARTISAN INFRASTRUCTURE LAW**

**Project Funding Source Sign Assembly**

# BUILDING A BETTER AMERICA SIGNAGE GUIDELINES

## Guidelines for Logo Applications

The purpose of this document is to provide general guidelines for signs displayed at project sites for projects funded under the Bipartisan Infrastructure Law, also known as the Infrastructure Investment and Jobs Act.

The first part of this document pertains to signs for projects funded under the Bipartisan Infrastructure Law that are not installed in the highway right-of-way. For highway signage guidance that is MUTCD compliant please see pages 10 and 11.

For all other signs please start here.

This document provides information about the Building A Better American logo mark as well as how logos, marks and seals of state, cities and counties can be incorporated into signage. Logos of contractors are not permitted on the signage. When logos are included in signage, the placement should conform to the brand guideline.




## Variations and Usage

There is one approved mark associated with the Building A Better America logo. To preserve the integrity of the Building A Better America logo mark, make sure to apply them correctly. Altering, distorting, or recreating the 'marks' in any way weakens the power of the image and what it represents.

Layout and design of signs and communication materials will vary, so care must be taken when applying the logo mark.



The colors, graphics and fonts used should conform to graphic standards.

COLOR		CMYK	RGB	HEX P	MS
	Blue	83,48,0,48	22 / 68 / 132	#164484	PMS7687C
	Red	0,100,81,0	255/0/49	#FF0031	PMS185C
	White	2,2,0, 3	242 /244/248	#F2F4F8	Bright White

## Logos

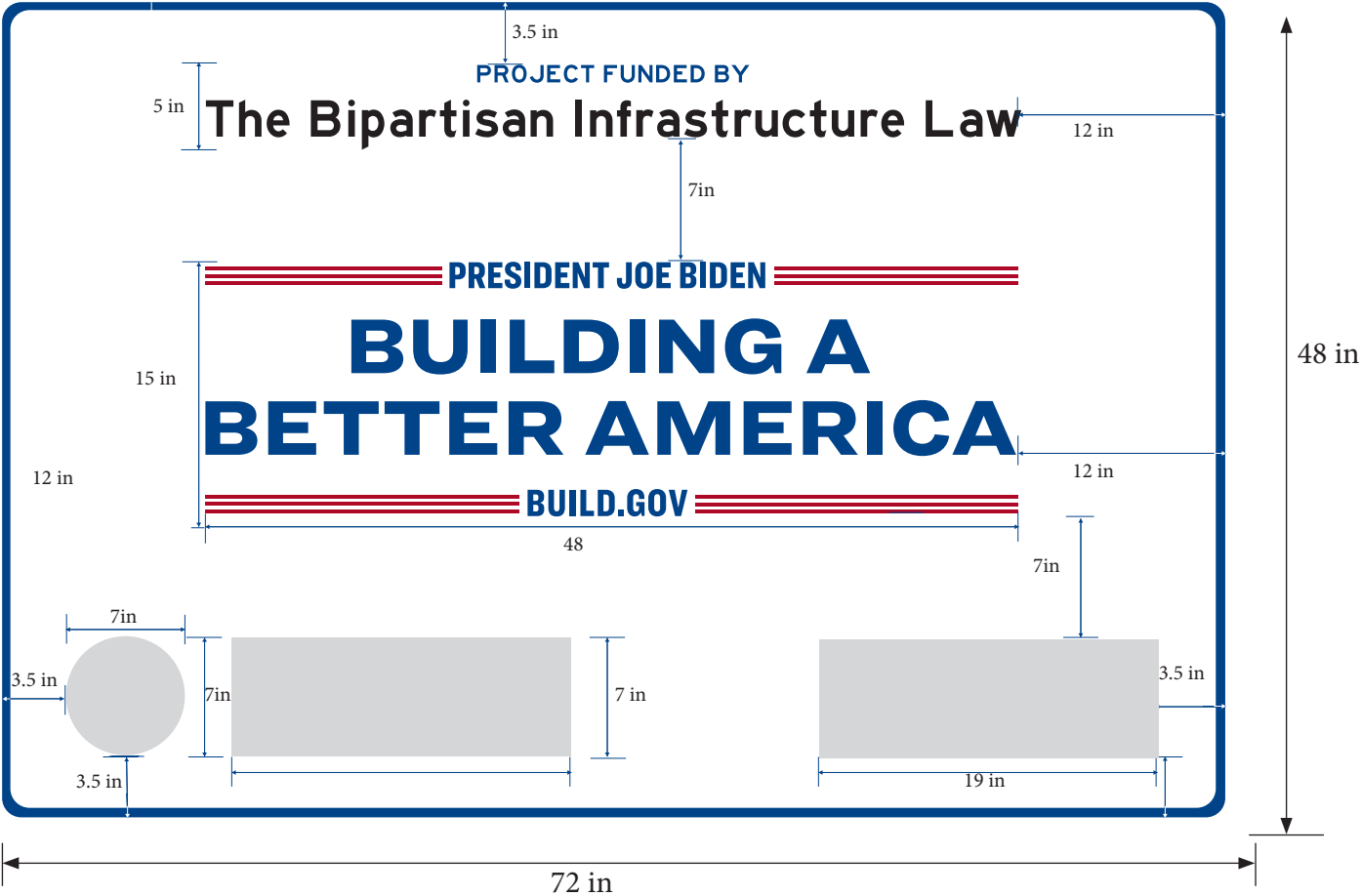
PROJECT FUNDED BY

**The Bipartisan Infrastructure Law**

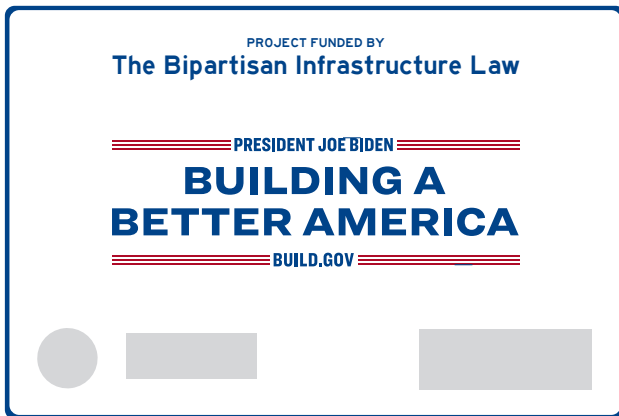
PROJECT FUNDED BY

**The Bipartisan Infrastructure Law**

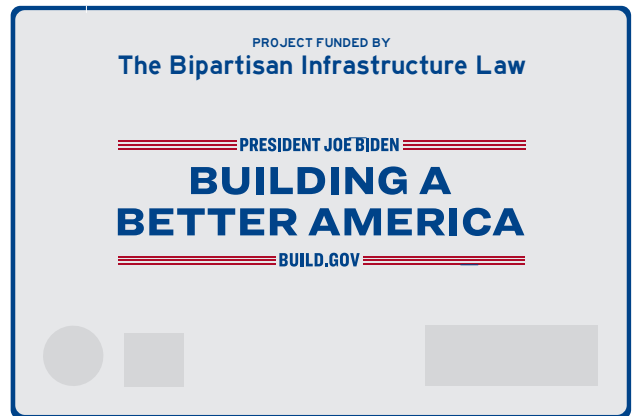
# Building A Better America General Guidelines for Logo Applications



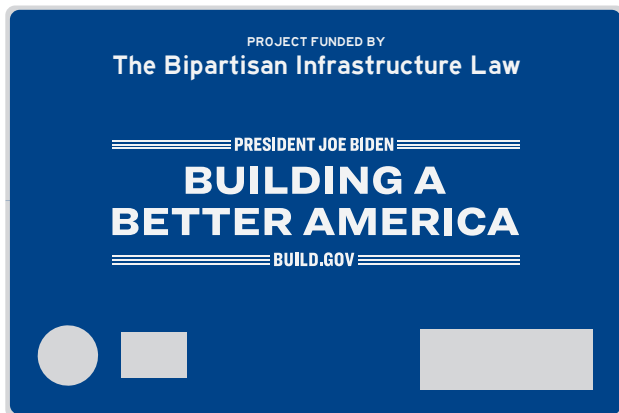
# Sign Colors



White

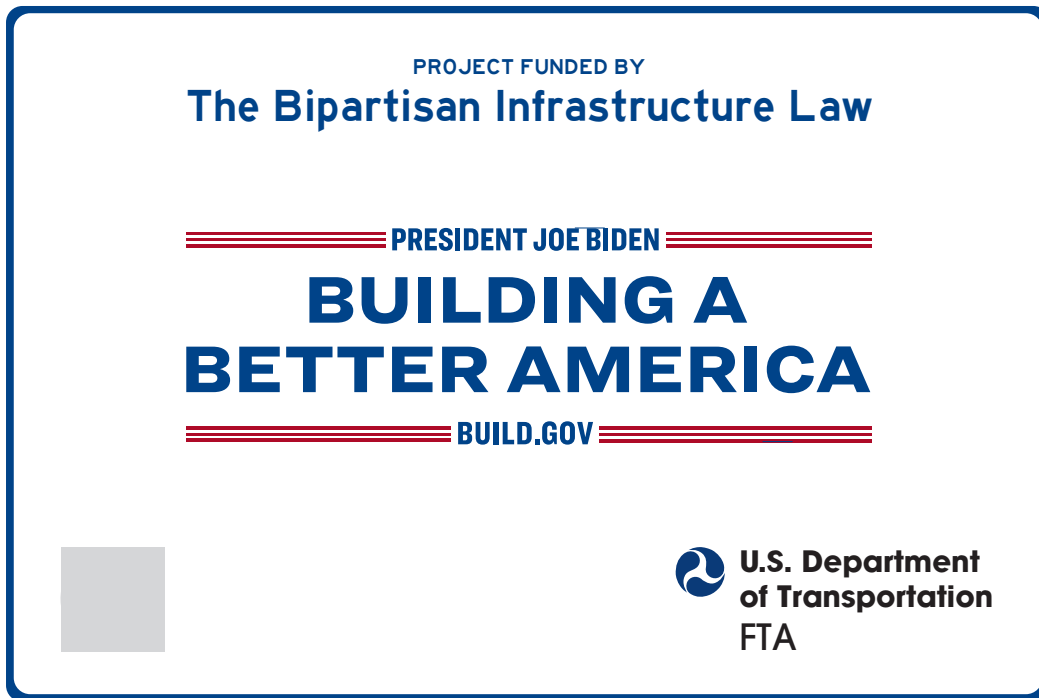


Gray

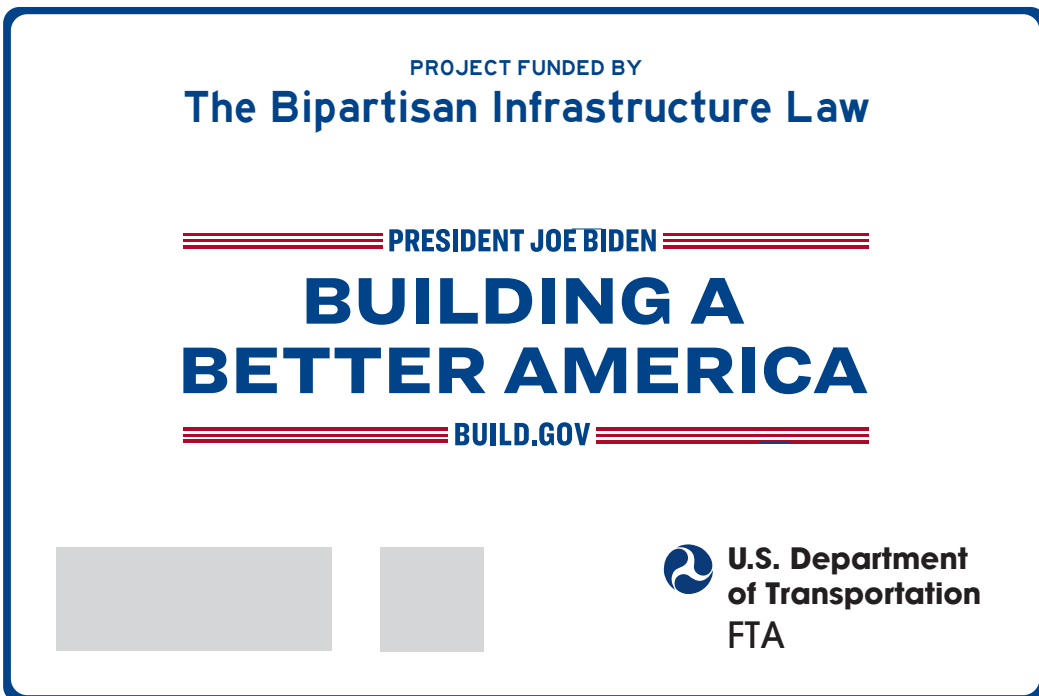


Blue

# State, City and County Logo Variations



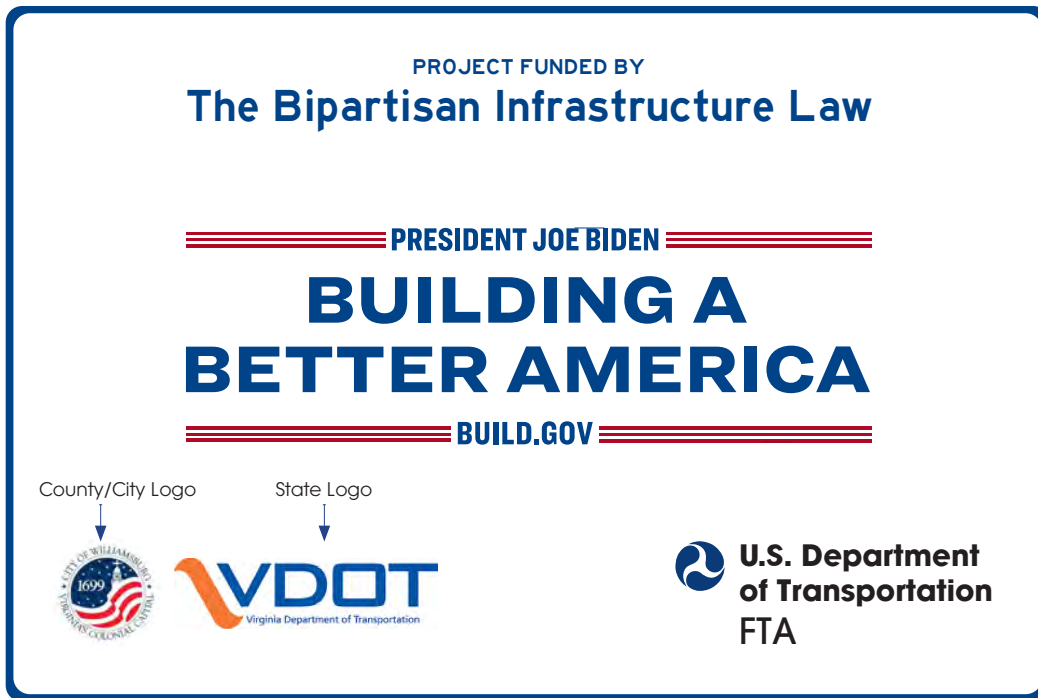
Square State Logo: 7X7 inches



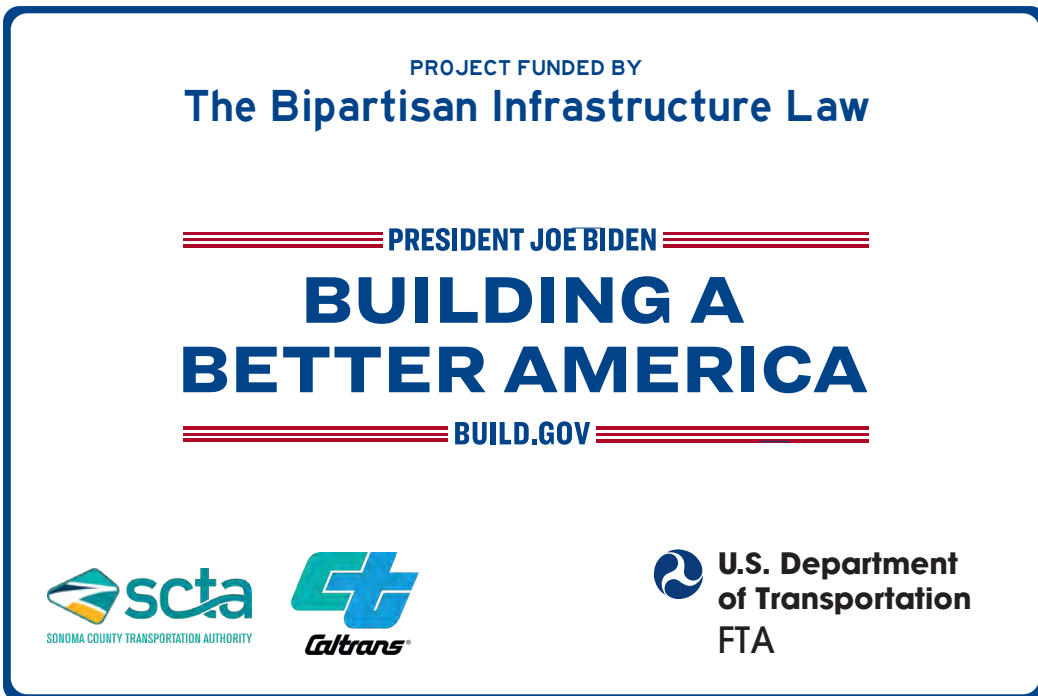
Rectangle State Logo: not to exceed 19 x 7 inches



### 3 Logos Samples

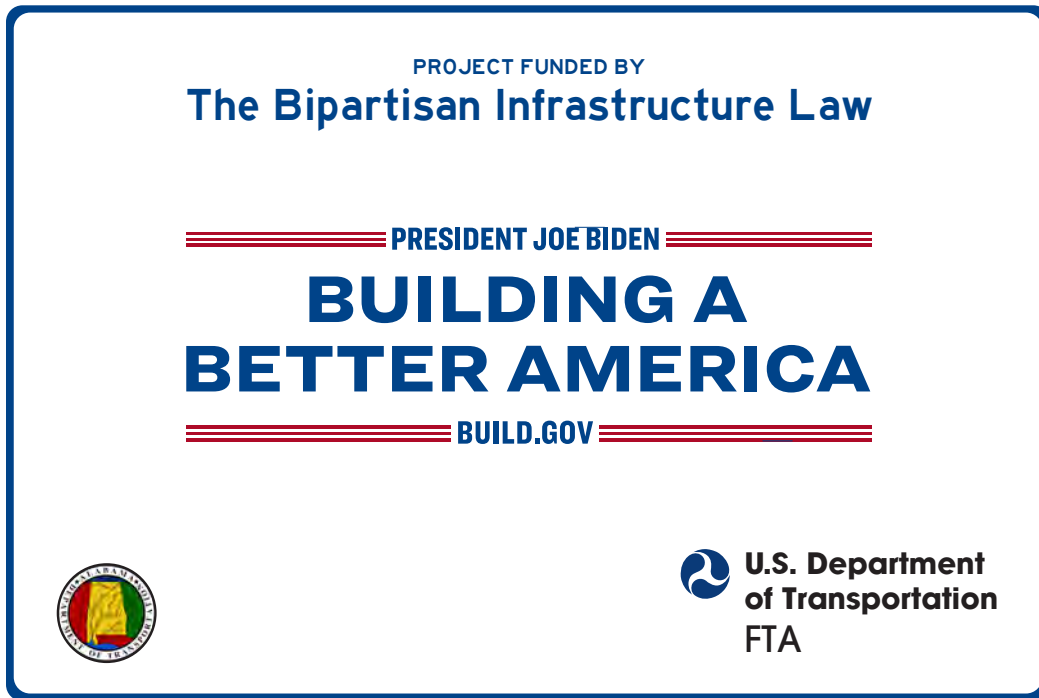


City Circle Logo 7 X 7 Inches. State Rectangle Logo should not exceed 19x7 inches

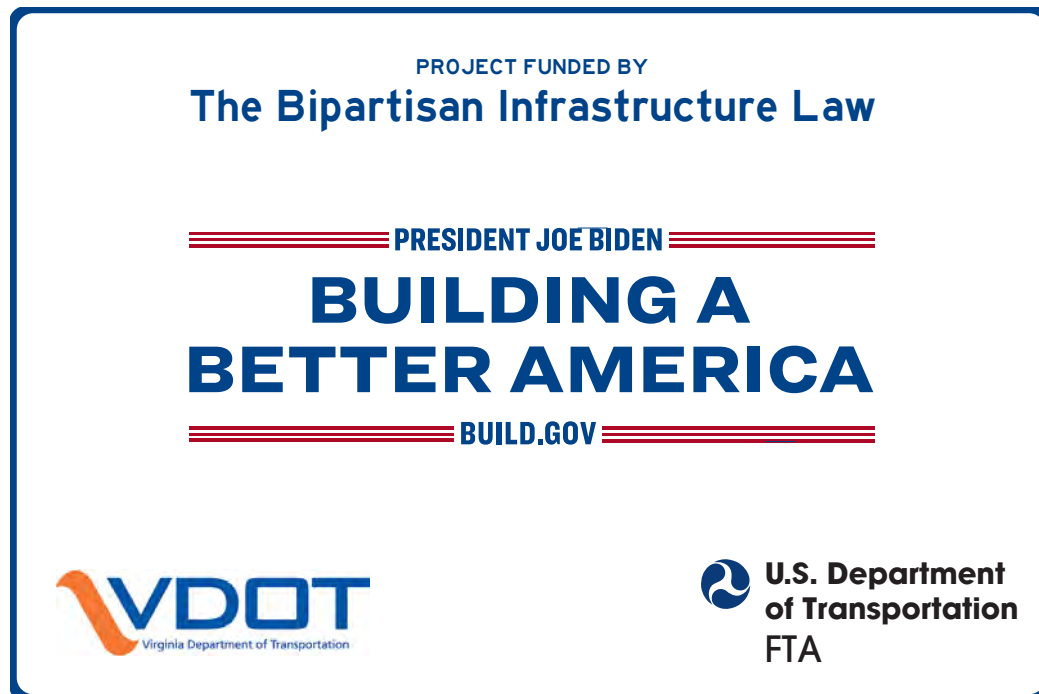


Rectangle State Logo: not to exceed 19 x 7 inches

## 2 Logos Samples



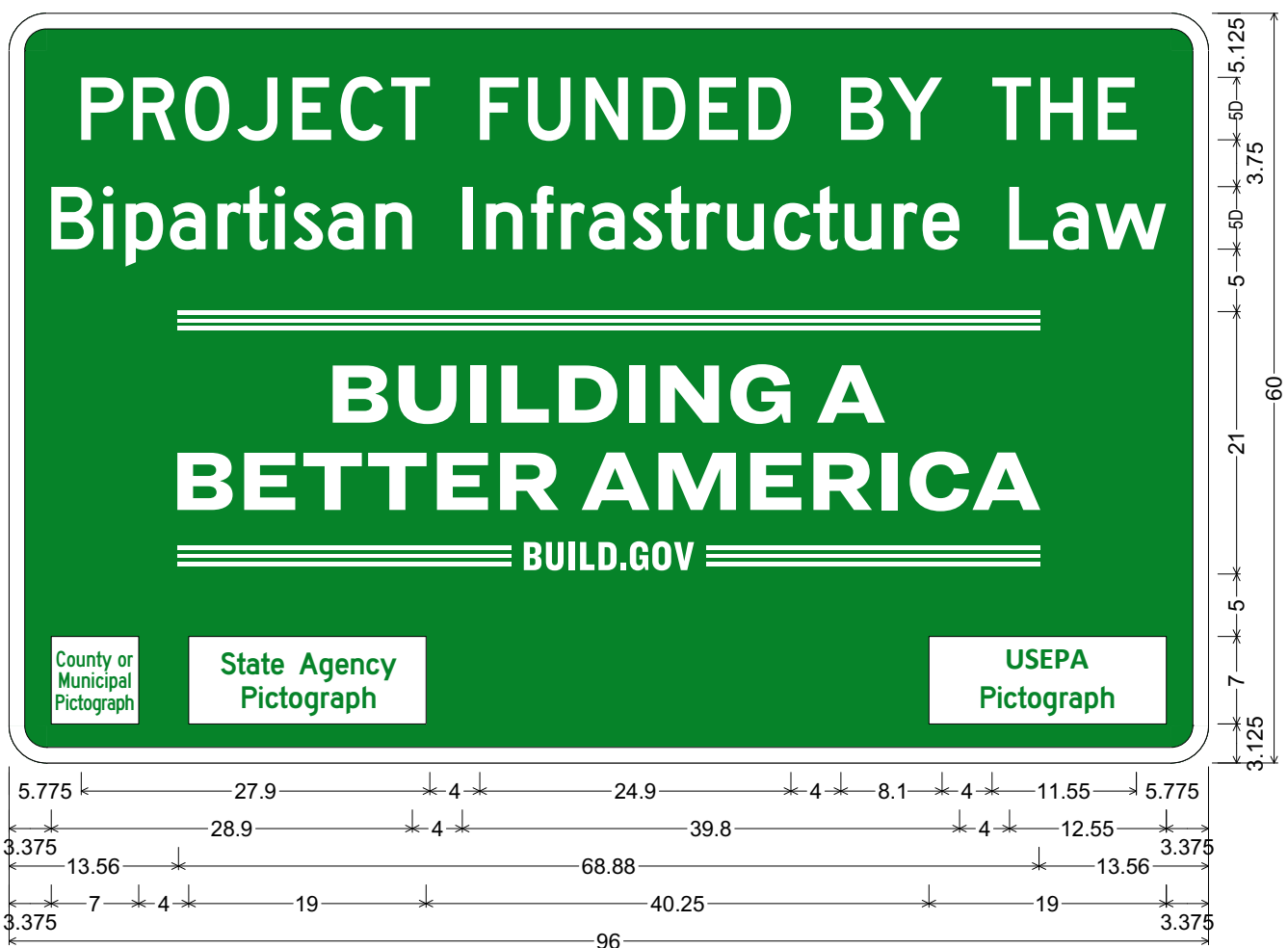
Circle State Logo: 7 x 7 inches



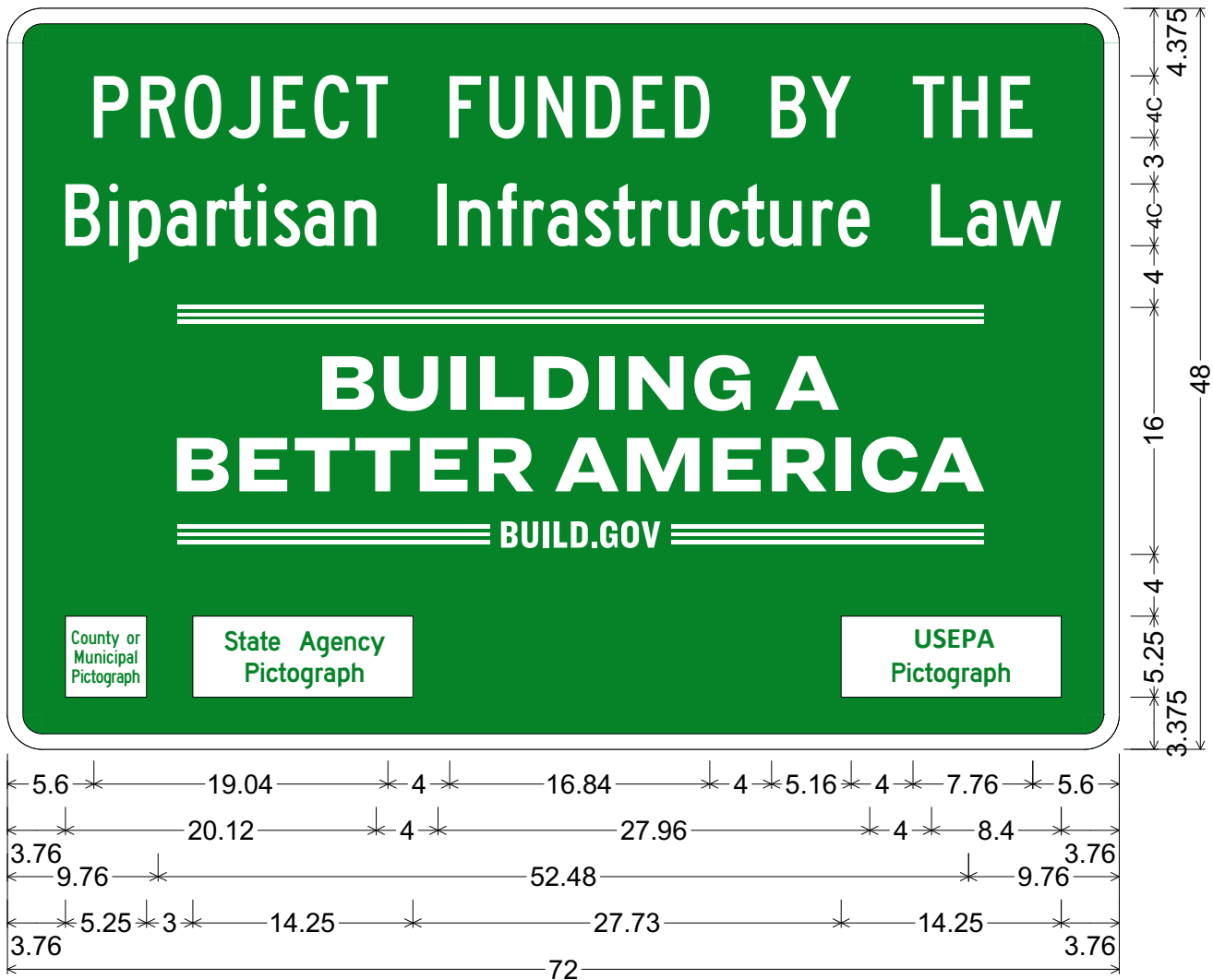
Circle State Logo: 7 x 7 inches

# RULES FOR HIGHWAY RIGHT OF WAY SIGNAGE

## Highway Right of Way Signage 8 Feet



# Highway Right of Way Signage 6 Feet



# EPA Logo Guidance

Go to <https://www.epa.gov/aboutepa/using-epa-seal-and-logo> to download EPA logos and find more guidance. As described on the next page, the EPA logo is the preferred identifier for signage purposes, in part because use of the EPA seal requires prior approval from the EPA.

In the example signs above, the EPA logo would replace the U.S. Department of Transportation FTA logo.

# EPA LOGO & SEAL SPECIFICATIONS FOR SIGNAGE PRODUCED BY EPA ASSISTANCE AGREEMENT RECIPIENTS

EPA's logo is a two-leaved flower, without stem, accompanied by the Agency's initials to the right. The EPA logo is the primary identifier for use on construction grant signage. Assistance agreement recipients are not required to receive EPA approval to use the EPA logo when used in accordance with the terms and conditions of their assistance agreement award.

The official seal of EPA is circular and is comprised of the two-leaved flower, with stem, encircled by the title UNITED STATES ENVIRONMENTAL PROTECTION AGENCY. The EPA seal may be used only when official comparable seals are used and the recipient has received prior written EPA approval.

It is important that the EPA logo and seal always be reproduced with consistent high quality. The seal and logo must remain intact and unchanged (for example, don't use the flower from the seal by itself). The logo and seal may only be displayed using either the standard color scheme or a single color that complements the background where it appears.

## COLOR AND SPACING

- The entire logo and seal must appear in black, gray, or any uniform color or knock out white on a dark background. The flower and text may not be different colors. The flower itself may not contain more than one color. The seal can be monotone or full color, based on the rest of the seals that it's placed with.
- The relationship between the flower portion of the logo and Helvetica type should never be shifted or adjusted.



PMS 362



PMS 660



Process Black at 70%



Process Black 100%



Knock out on a dark color

## PREFERRED USE

Use the preferred presentation of the logo on products that do not have enough space for the full logo with text. It may also be used in the presence of other logos.



## SIZE AND LOGO WITH OTHER LOGOS

It's important that all parts of the EPA logo be readable. The EPA logo should not be reproduced at sizes any smaller than 1.0" height on a sign. There are no maximum size restrictions as long as the clear space requirements are met. The logo should be made the same relative size as the other logos on the signage.



## SIZE AND SEAL WITH OTHER SEALS

When there are multiple state or Federal seals/circular logos, the use of the EPA seal is appropriate with prior written EPA approval. The EPA seal should be the same size as the seals that accompany it and should be a minimum of 3 inches in height.



## IMPROPER LOGO USAGE



# DNR Logo Guidance

Go to <https://widnr.widencollective.com/c/6shqlmrX> to download DNR logos. Generally, the DNR Primary logo should be used on the sign.

# LOGO

## Primary Logo

The Primary logo consists of three green trees, blue sky and water, white clouds and lettering, a red W and black land and borders.



If monochrome printing is necessary, use one of the single-color versions. Use the all-black version over lighter backgrounds or the reverse all-white logo over dark backgrounds.



## Alternate Applications



Social Media Avatars

Website and GovDelivery



WISCONSIN DEPARTMENT OF NATURAL RESOURCES



Small Web Applications



DNR Business Cards

## Logo Colors



Rich Black  
#030000  
C=40 M=50 Y=60 K=100



Pantone 185 C  
#EF3E42  
C=0 M=91 Y=76 K=0



Pantone 305 C  
#5CCA E8  
C=56 M=0 Y=6 K=0



Pantone 347 C  
#009A66  
C=100 M=00 Y=76 K=9

## Logo Guidelines



Do not use shadows, strokes or effects.



Do not stretch, skew or rotate the logo.



Do Not Recolor the logo



Do not alter the size, font or, relationship of the text.



Do not use the circular logo in one color.



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

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

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

### **I. BASIC CONCEPTS**

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

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

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

## II. RATIONALE AND SPECIAL NOTE

The \$5.00 per hour now being paid for TrANS placements is intended to cover the duration of two years to allow for reaching entry-level laborer status. An additional incentive, the \$5.00 rate, would promote movement into the underutilized skilled trades' apprenticeships and applies until the individual completes their apprenticeship. These incentives benefit TrANS candidates by giving them a better opportunity to enter a skilled trade; benefits contractors who will be assisted in meeting their EEO profiles and goals; and benefits the public who will see the program reinforce larger public-private employment reform in Wisconsin. The pool of TrANS graduates was created for the purpose of addressing underutilization in the skilled trades, an objective that is further reinforced by a parallel retention pilot program, known as the Companywide Reporting. *Whether or not reimbursement is involved, the WisDOT reassures contractors who are in the Companywide Program that TrANS placements still contribute toward fulfilling the new hire goal of 50% women and minorities.* Based on data administered by United States Department of Labor (US DOL), the highway skilled trades remain underutilized for women statewide (less than 6.9%); and for minorities in all counties (% varies by county).

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

## III. IMPLEMENTATION

The implementation of ASP 1 is intended to cover only the amount of time it takes for underutilization to be resolved across the trades. This will be measured annually at the county and/or state levels using data administered by WisDWD in relation to goals set by the USDOL-OFCCP. With appropriate state and federal approvals, we may also do some measurement at the company level.

It is the contractor's responsibility to note on their Certified Payrolls if their employee is a TrANS graduate or a TrANS apprentice. The District EEO Coordinators utilize the information on the Certified Payrolls to track the hours accumulated by TrANS Graduates and TrANS apprentices on WisDOT contracts. Payment under this ASP 1 is made based on the hours recorded off of the Certified Payrolls. Tracking may eventually include improved linkages with the WisDWD apprentice database, information from company and committee level sources.

TrANS is nondiscriminatory by regulation, and is a tool for optional use by contractors to address the underutilization of women and minorities as laborers and apprentices in our industry's skilled trades.

## IV. TRANS TRAINING

As part of the contractor's equal employment opportunity affirmative action program, training shall be provided to employees enrolled in apprenticeship and on-the-job training programs as follows:

The contractor shall provide on-the-job training aimed at developing full journey workers in the type of trade or job classifications involved. In the event the contractor subcontracts a portion of the contract work, the contractor shall determine how many, if any, of the trainees are to be trained by the subcontractor provided, however, that the contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The contractor shall also insure that this training special provision is made applicable to such subcontract.

Training and upgrading of minorities and women toward journey workers status is a primary objective of this training special provision. Accordingly, the contractor shall make every effort to enroll minority trainees and women (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority trainees and women trainees); to the extent such persons are available within a reasonable area of recruitment. The contractor will be given an opportunity and will be responsible for demonstrating the steps that they have taken in pursuance thereof, prior to determination as to whether the contractor is in compliance with this training special provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee in any classification in which they have successfully completed a training course leading to journey workers status or in which they have been employed as a journey worker. The contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used, the contractor's records should document the findings in each case.

## **V. APPRENTICESHIP TRAINING**

The Federal Highway Administration's (FHWA) policy is to require full use of all available training and skill improvement opportunities to assure increased participation of minority groups,

disadvantaged persons and women in all phases of the highway construction industry. The FHWA On-the-Job Training (OJT) Program requires the State transportation agencies (STAs) to establish apprenticeships and training programs targeted to move women, minorities, and disadvantaged individuals into journey-level positions to ensure that a competent workforce is available to meet highway construction hiring needs, and to address the historical under-representation of members of these groups in highway construction skilled crafts.

The OJT Supportive Services (OJT/SS) Program was established in Title 23 Code of Federal Regulations (CFR), Part 230) to supplement the OJT program and support STA training programs by providing services to highway construction contractors and assistance to highway construction apprentices and trainees. The primary objectives of OJT/SS are:

- (1) To increase the overall effectiveness of the State highway agencies' approved training programs.
- (2) To seek other ways to increase the training opportunities for women, minorities, and disadvantaged individuals.

The STAs are responsible for establishing procedures, subject to the availability of Surface Transportation and Bridge Funds under 23 U.S.C. §140(b) (Nondiscrimination), for the provision of supportive services with respect to training programs approved under 23 CFR, Part 230(a) (Equal Employment Opportunity on Federal and Federal-aid Construction Contracts – including Supportive Services).

The contractor and subcontractor shall maintain records to demonstrate compliance with these apprenticeship requirements. Reasonable exemptions and modifications to and from any or all of these requirements will be determined by the Wisconsin Department of Transportation-Civil Rights Office. A request for an exemption or modification, with justification, shall be made in writing, addressed to WisDOT Civil Rights Office, 4802 Sheboygan Avenue, P.O. Box 7965, Rm. 451, Madison, WI 53707.

## ADDITIONAL SPECIAL PROVISION 3

### DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM IMPLEMENTATION

#### Authority

Wisconsin Department of Transportation (WisDOT) is a recipient of funds from the US Department of Transportation's Federal Highway Administration. The DBE program is a federal program applicable on all contracts administered by WisDOT that include federal-aid highway funds. The authority for the DBE program is the Transportation Bill as approved by Congress periodically. DBE program guidance and requirements are outlined in the Code of Federal Regulations at 49 CFR Part 26. This contract is subject to DBE provisions because it is financed with federal-aid-highway funds. Additionally, this contract is subject to the *State of Wisconsin Standard Specifications for Highway and Structure Construction* and all applicable contract documents.

#### Requirements

Pursuant to the federal DBE program regulation at 49 CFR Part 26, a contractor's failure to comply with any provision of the DBE program regulatory provisions will be considered a material breach of contract. This is nonnegotiable.

If a contractor fails to carry out the DBE program requirements and/or the Required Contract Provisions for Federal Aid Contracts (FHWA 1273) referenced in this document, sanctions will be assessed depending upon the facts, reasoning, severity, and remedial efforts of the contractor that may include: termination of contract, withholding payment, assessment of monetary sanctions, and/or suspension/debarment proceedings that could result in the disqualification of the contractor from bidding for a designated period of time.

- (1) The Commitment to Subcontract to DBE (Form DT1506 or digital submittal), Attachments A, and Good Faith Effort Documentation (Form DT1202) will be submitted as described in Section 2.
- (2) Any change to DBE Commitments thereafter must follow modification of DBE subcontracting commitment as described in Section 9.
- (3) The Department requires this list of DBE subcontractors from all bidders at time of bid to ensure the lowest possible cost to taxpayers and fairness to other bidders and subcontractors. Bid shopping is prohibited.
- (4) The contractor must utilize the specific DBE firms listed in the approved DBE Commitment to perform the work and/or supply the materials for which the DBE firm is listed unless the contractor obtains written consent in advance from WisDOT. The contractor will not be entitled to payment for any work or materials on the approved DBE Commitment that is not performed or supplied by the listed DBE without WisDOT's written consent.

#### Description

The Wisconsin Department of Transportation is committed to the compliant administration of the DBE Program. The DBE provisions work in tandem with FHWA 1273 and WisDOT's *Standard Specifications for Highway and Structure Construction* and *Construction and Materials Manual*. The WisDOT Secretary is signatory to assurances of department-wide compliance.

The Department assigns the contract DBE goal as a percentage of work items that could be performed by certified DBE firms on the contract. The assigned DBE goal is expressed on the bid proposal as a percentage applicable to the total contract bid amount.

- (1) WisDOT identifies the assigned DBE goal in its contract advertisements and posts the contract DBE goal on the cover of the bidding proposal. The contractor can meet the assigned contract DBE goal by subcontracting work to a DBE firm or by procuring services or materials from a DBE firm.

- (2) Under the contract, the prime contractor should inform, advise, and develop participating DBE firms to be more knowledgeable contractors who are prepared to successfully complete their contractual agreement through the proactive provision of assistance in the following areas:
- Produce accurate and complete quotes
  - Understand highway plans applicable to their work
  - Understand specifications and contract requirements applicable to their work
  - Understand contracting reporting requirements
- (3) The Department encourages contractors to assist DBE subcontractors more formally by participating in WisDOT's Business Development program as a mentor, coach, or resource. For comprehensive information on the Disadvantaged Business Enterprise Program, visit the Department's Civil Rights and Compliance Section website at: <http://wisconsindot.gov/Pages/doing-bus/civil-rights/dbe/default.aspx>

## 1. Definitions

Interpret these terms, used throughout this additional special provision, as follows:

- a. **Assigned DBE Contract Goal:** The percentage shown on the cover of the Highway Work Proposal that represents the feasible level of DBE participation for each contract. The goal is calculated using the Engineer's Estimate and DBE Interest Report. Goal assignment includes review of FHWA funds, analyzes bid items for subcontract opportunity and compatibility with DBE certified firm work codes. Additional factors considered include proximity, proportion, and regulations.
- b. **Bid Shopping:** In construction law, bid shopping is the practice of divulging a subcontractor's bid to another prospective contractor(s) before or after the award of a contract to secure a lower bid.
- c. **DBE:** Disadvantaged Business Enterprise – A for-profit small business concern where socially and economically disadvantaged individuals own at least a 51% interest and control management and daily business operations.
- d. **DBE Commitment:** The DBE Commitment is identified in the Commitment to Subcontract to DBE (Form DT1506) and is expressed as the amount of DBE participation the prime contractor has secured. The DT1506, a contract document completed by the bidder, is required to be considered a responsive bidder on an FHWA-funded contract that has an assigned DBE goal. The prime contractor will have the option to submit the DT1506 digitally, as an entry with the bid in Bid Express, or as an attachment to the bid.
- e. **DBE Utilization:** The actual participation of a DBE subcontractor on a project. WisDOT verifies DBE utilization through review of the DBE Commitment, payments to subcontractors, and contract documentation. The Prime Contractor receives DBE credit for payments made to the DBE firms performing the work listed on the approved DBE Commitment, and those submitted after approved commitment with Attachment A.
- f. **Good Faith Effort:** Legal term describing a diligent and honest effort taken by a reasonable person under the same set of facts or circumstances. For DBE subcontracting, the bidder must show that it took all necessary and reasonable steps to achieve the assigned DBE goal by the scope, intensity, and appropriateness of effort that could reasonably be expected for a contractor to obtain sufficient DBE participation.
- g. **Manufacturer:** A firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract.
- h. **Reasonable Price:** Contractors are expected to assess reasonable price by analyzing the contract scope for DBE subcontract feasibility and comparing common line items in DBE and non-DBE subcontract quotes for the same work. Per federal regulation, reasonable price is not necessarily the lowest price.
- i. **Supplier:** A firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles, or equipment required under the contract are bought, kept in stock, and regularly sold or leased to the public.
- j. **Tied quote:** Subcontractor quote that groups multiple bid/line items at a bundled/package price with a notation that the items within the quote will not be separated.

## 2. WisDOT DBE Program Compliance

### a. Documentation Submittal

- The Commitment to Subcontract to DBE (Form DT1506 or digital submittal) must be submitted at the time of bid (Tuesday) by all prime contractors.
- Attachments A OR quotes from all DBEs included in the Commitment must be submitted at bid (Tuesday)  
**OR**
- Within one-hour following bid submittal by ALL prime contractors via eSubmit (Tuesday).
- If only DBE quotes were submitted, all remaining signed Attachments A must be submitted within 24-hours of bid closing via eSubmit (Wednesday).
- If the assigned DBE contract goal is not met, Documentation of Good Faith Effort (Form DT1202) and supporting documentation must be submitted within 24-hours of bid closing (Wednesday) via eSubmit. [Instructions for eSubmit.](#)

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

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

### b. Verification of DBE Commitment

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

#### (1) DBE Goal Met

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

#### (2) DBE Goal Not Met

- a) If the bidder indicates a bid percentage on the DBE Commitment that does not meet the assigned DBE contract goal, the bidder must request alternative evaluation of good faith effort through submission of Form DT1202 (Documentation of Good Faith Effort) within 24-hours of bid including narrative description. Supplementary documentation of good faith effort that supports the DT1202 submission is also due within 24-hours of bid submission and prior to bid posting. The Department will review the bidder's DBE Commitment and evaluate the bidder's good faith efforts submission.
- b) Following evaluation of the bidder's Good Faith Effort documentation the bidder will be notified that the Department intends to:
  1. *Approve* the request (adequate documentation of GFE has been submitted) - no conditions placed on the contract with respect to the DBE Commitment;
  2. *Deny* the request (inadequate documentation of GFE has been submitted) - the contract is viewed as non-responsive per Wisconsin Standard Specifications for Highway and Structure Construction and will not be executed.

- c) If the Department denies the bidder's request, the contract is ineligible for award. The Department will provide a written explanation for denying the request to the bidder. The bidder may appeal the Department's denial (see Section 4).

Supplemental good faith effort documentation must be submitted through eSubmit.

### 3. Department's Criteria for Good Faith Effort Documentation

The Federal-aid Construction Contract Provision, referenced as FHWA-1273, explicitly states that the prime contractor shall be responsible for all work performed on the contract by piecework, station work, or subcontract.

The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of the contract including assurances of equal employment opportunity laws, DBE regulations, and affirmative action. Compliance encompasses responsible and responsive action, documentation, and good faith effort.

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

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

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

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

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

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

#### a. Solicitation Guidance for Prime Contractors:

- (1) Document all efforts and decisions made toward achieving the DBE goal on the contract. The bidder should use WisDOT-approved DBE outreach tools, including the UCP DBE Directory and the Bid Express Small Business Network to foster DBE participation on all applicable contracts.
- (2) As needed, request assistance with DBE outreach and follow-up by contacting the Department's DBE Support Services Office by phone or email request at least 14 days prior to the bid letting date. Phone numbers are (414) 438-4584 and/or (608) 267-3849; Fax: (414) 438-5392; E-mail: [DBE\\_Alert@dot.wi.gov](mailto:DBE_Alert@dot.wi.gov)
- (3) Participate in and document a substantive conversation with at least one DBE firm per Let, to discuss questions, concerns, and any other contract related matters that may be applicable to the DBE firm. Guidelines for this conversation are provided in Appendix A of ASP-3.
- (4) Request quotes by identifying potential items to subcontract and solicit. In their initial contacts, contractors are strongly encouraged to include a single page, detailed list of items for which they are accepting quotes, by project, within a letting. *See attached sample entitled "Sample Contractor Solicitation Letter" in Appendix B.* Prime contractors should also indicate a willingness to accept quotes in areas they are planning to perform themselves, as required by federal rules. In some cases, it might be appropriate to use DBE firms to do work in a prime contractor's area of specialization.

- i. Solicit quotes from certified DBE firms who match possible items to subcontract using all reasonable and available means. Additionally, forward copies of solicitations highlighting the work areas for which quotes are being sought to [DBE\\_Alert@dot.wi.gov](mailto:DBE_Alert@dot.wi.gov)
- ii. Acceptable outreach tools include SBN (Small Business Network, see Appendix C): <https://www.bidx.com/wi/main>, postal mail, email, fax, and phone.
  - a. Contractors must ask DBE firms for a response in their solicitations. See *Sample Contractor Solicitation Letter*, Appendix B. This letter may be included as an attachment to the sub-quote request.
  - b. Solicit quotes at least 10 calendar days prior to the letting date to allow DBE firms sufficient time to respond. Prime contractors should contact DBE firms early, asking if they need help organizing their quote, assistance confirming equipment needs, or other assistance supporting their submission of a competitive quote for their services.
  - c. A follow up solicitation should take place within 5 calendar days of the letting date. Email and/or SBN are the preferred method for the solicitation.
- iii. Upon request, provide interested DBE firms with adequate information about plans, specifications, and the requirements of the contract by letter, information session, email, phone call, and/or referral.
- iv. When potential exists, the contractor should advise interested DBE firms on how to obtain bonding, line of credit, or insurance if requested.
- v. Document DBE firm's interest in quoting by taking appropriate steps to follow up initial solicitation with:
  - a. Email to all prospective DBE firms in relevant work areas
  - b. Phone call log to DBE firms who express interest via written response or call
  - c. Fax/letter confirmation
  - d. Signed copy of record of subcontractor outreach effort

## b. Guidance for Evaluating DBE quotes

- (1) Quote evaluation practices required to evaluate DBE quotes:
  - i. Reasonable Price: Contractors are expected to assess reasonable price by analyzing the contract scope for DBE subcontract feasibility and comparing common line items in DBE and non-DBE subcontract quotes for the same work. Per federal regulation, reasonable price is not necessarily the lowest price. See 49 CFR Part 26, Appendix A. IV.D(2).
- (2) Documentation submitted by the prime of the following evaluation is required to evaluate DBE quotes by contractors:
  - i. Evaluation of DBE firm's ability to perform "possible items to subcontract" using legitimate reasons, including but not limited to, **a discussion** between the prime and DBE firm regarding its capabilities prior to the bid letting. If lack of capacity is the reason for not utilizing the DBE firm's quote, the prime is required to contact the DBE by phone and email regarding their ability to perform the work indicated in the UCP directory listed as their work area by NAICS code. Only the work area indicated by the NAICS code(s) listed in the UCP directory can be counted toward DBE credit. Documentation of the conversation is required.
    - a. In striving to meet an assigned DBE contract goal, contractors are expected to use DBE quotes that are responsive and reasonable. This includes DBE quotes that are not the low quote.
    - b. Additional evaluation - Evaluation of DBE quotes with tied bid items. Typically, this type of quoting represents a cost saving but is not clearly stated as a discount. Tied quotes are usually presented as an 'all or none' quote. When non-DBE subcontractors submit tied bid items in their quotes, the DBE firm's quote may not appear competitive. In such a case, the following steps are taken in comparing the relevant quotes. These are qualitative examples:



- i Compare bid items common to both quotes, noting the reasonableness in the price comparison.
- ii Review quotes from other firms for the bid items not quoted by the DBE firm to see if combining both can provide the same competitive advantage that the tied bid items offered.

See Appendix D – *Good Faith Effort Evaluation Measures* and Appendix E - *Good Faith Effort Best Practices*.

**c. Requesting Good Faith Effort Evaluation** At the time of bid- if the DBE goal is not met in full, the prime contractor must indicate they will file form DT1202- Documentation of Good Faith Effort within 24-hours of bid submission. Supplementary documentation of good faith effort that supports the DT1202 submission is also due within 24-hours of bid submission and prior to bid posting. Supporting documentation for the DT1202 is to include the following:

- (1) Solicitation Documentation: The names, addresses, email addresses, and telephone numbers of DBE firms contacted along with the dates of both initial and follow-up contact; electronic copies of all written solicitations to DBE firms. A printed copy of SBN solicitation is acceptable.
- (2) Selected Work Items Documentation: Identify economically feasible work units to be performed by DBEs to include activities such as: list of work items to be performed; breaking up of large work items into smaller tasks or quantities; flexible time frames for performance and delivery schedules.
- (3) Documentation of Project Information provided to interested DBEs: A description of information provided to the DBE firms regarding the plans, specifications, and estimated quantities for portions of the work to be performed by that DBE firm.
- (4) Documentation of Negotiation with Interested DBEs: Provide sufficient evidence to demonstrate that good faith negotiations took place. Merely sending out solicitations requesting bids from DBEs does not constitute sufficient good faith efforts.
- (5) Documentation of Sound Reasoning for Rejecting DBEs and copies of each quote received from a DBE firm and, if rejected, copies of quotes from non-DBEs for same items.
- (6) Documentation of Assistance to Interested DBEs- Bonding, Credit, Insurance, Equipment, Supplies/Materials
- (7) Documentation of outreach to Minority, Women, and Community Organizations and other DBE Business Development Support: Contact organizations and agencies for assistance in contacting, recruiting, and providing support to DBE subcontractors, suppliers, manufacturers, and truckers at least 14 days before bid opening. Participate in or host activities such as networking events, mentor-protégé programs, small business development workshops, and others consistent with DBE support.

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

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

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

Additional resources for demonstrating and tracking good faith effort can be found on the “Contracting with a DBE” webpage in the [ASP-3 and Good Faith Effort Guidance](#) section.

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

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

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

#### 5. Determining DBE Eligibility

##### Directory of DBE firms

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

#### 6. Counting DBE Participation

##### Assessing DBE Work

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

- a. The Department counts work performed by the DBE firm's own resources. The Department includes the cost of materials and supplies the DBE firm obtains for the work. The Department also includes the cost of equipment the DBE firm leases for the work. The Department will not include the cost of materials, supplies, or equipment the DBE firm purchases or leases from the prime contractor or its affiliate, with the exception of non-project specific leases the DBE has in place before the work is advertised.
- b. The Department counts fees and commissions the DBE subcontractor charges for providing bona fide professional, technical, consultant, or managerial services. The Department also counts fees and commissions the DBE charges for providing bonds or insurance. The Department will only count costs the program engineer deems reasonable based on experience or prevailing market rates.
- c. If a DBE firm subcontracts work, the Department counts the value of the work subcontracted to a DBE subcontractor.
- d. The contractor will maintain records and may be required to furnish periodic reports documenting its performance under this item.
- e. It is the Prime Contractor's responsibility to determine whether the work that is committed and/or contracted to a DBE firm can be counted for DBE credit by referencing the work type and NAICS code listed for the DBE firm on the Wisconsin UCP DBE Directory.

- f. It is the Prime Contractor's responsibility to assess the DBE firm's ability to perform the work for which it is committing/contracting the DBE to do. Note that the Department encourages the Prime Contractor to assist and develop DBE firms to become fully knowledgeable contractors to successfully perform on its contracts.
- g. The Prime Contractor will inform the DBE office via email of all DBE subcontractors added to the project following execution of the contract. The Prime Contractor may omit submission of another form DT1506, but must submit signed Attachment A forms for additional DBE firms.
- h. See Section 7 for DBE credit evaluation for Trucking and Section 8 for DBE credit evaluation for Manufacturers, Suppliers, and Brokers

Naming conventions: When emailing files, please use the following language to identify your submission- "Project #, Proposal #, Let date, Business Name, Attachment A" Email: [DBE\\_Alert@dot.wi.gov](mailto:DBE_Alert@dot.wi.gov)

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

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

## 7. Credit Evaluation for Trucking

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

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

See Section 8 for Broker credit.

## 8. Credit Evaluation for Manufacturers, Suppliers, Brokers

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

### a. Manufacturers

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

### b. Regular Dealers of Material and/or Supplies

- (1) A regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications

and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.

- (2) If the materials or supplies are purchased from a DBE regular dealer, count **60%** percent of the cost of the materials or supplies toward DBE goals.
- (3) At a minimum, a regular dealer must meet the following criteria to be counted for DBE credit:
  - i. The DBE firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.
  - ii. The DBE firm must both own and operate distribution equipment for the product--bulk items such as petroleum products, steel, cement, gravel, stone, or asphalt. If some of the distribution equipment is leased, the lease agreement must accompany the DBE Commitment form for evaluation of the dealer's control before the DBE office approves the DBE credit.
- (4) When DBE suppliers are contracted, additional documentation must accompany the DBE Commitment and Attachment A forms. An invoice or bill-of-sale that includes names of the bidder and the DBE supplier, along with documentation of the calculations used as the basis for the purchase agreement, subcontract, or invoice. WisDOT recognizes that the amount on the Attachment A form may be more or less than the amount on the invoice per b.(1) above.
  - i. The bidder should respond to the following questions and include with submission of form DT1506 or the DBE Commitment entered with bid:
    - a. What is the product or material?
    - b. Is this item in the prime's inventory or was the item purchased when contract was awarded?
    - c. Which contract line items were referenced to develop this quote?
    - d. What is the amount of material or product used on the project?
- (5) Supplies purchased in **bulk** from DBE firms at the beginning of the season may be credited to current contracts if submitted with appropriate documentation to the DBE office.
  - i. To ensure that the appropriate credit is assigned, follow the procedure below:
    - a. When DBE suppliers are contracted for bulk supply or commodity purchases, an invoice or bill-of-sale that includes names of the contractor and the DBE supplier should be submitted to the DBE Office via eSubmit (preferred during letting) or the DBE\_Alert email box. The supply/commodity credit may be applied during the federal fiscal year (October- September) in which the purchase was made.
    - b. When the contractor intends to apply the credit to a particular project, submit a copy of the original invoice, documentation of the calculations for supplies/commodities to be used on the project, and an Attachment A. Indicate on the Attachment A:
      - c. This supply/commodity is in the prime's inventory or pre-paid in case of commodities
      - d. The full value of the original invoice submitted to the DBE Office, above in (1)
      - e. The amount of material or product used on this project
      - f. Fuel estimate listed on Attachment A will be recorded as a deduction from the full fuel purchase amount shown on the invoice
  - ii. DBE Office Process (Applies only to bulk purchases)
    - a. Supply/Commodity commitment is received
    - b. Engineer verifies amount listed on invoice and enters the full amount into spreadsheet
    - c. The amount of credit applied for each project is updated on the spreadsheet until the bulk purchase is exhausted
    - d. Engineer informs contractor when full amount of bulk purchase has been applied

**c. Brokers, Transaction Expeditors, Packagers, Manufacturers' Representatives**

- (1) No portion of the cost of the materials, supplies, services themselves will count for DBE credit. However, WisDOT will evaluate the fees or commissions charged when a prime purchases materials, supplies, or services from a DBE certified firm which is neither a manufacturer nor a regular dealer, namely: brokers, packagers, manufacturers' representatives, or other persons who arrange or expedite transactions.
- (2) Brokerage fees are calculated as **10%** of the purchase amount.
- (3) WisDOT may count the amount of fees or commissions charged for assistance in the procurement of the materials and supplies, fees, or transportation charges for the delivery of materials or supplies required on a job site.
- (4) Evaluation of DBE credit includes review of the contract need for the item/service, the sub-contract or invoice for the item/service, and a comparison of the fees customarily allowed for similar services to determine whether they are reasonable.

**9. DBE Commitment Modification Policy (Formerly "DBE Replacement Policy")**

**a. Issuing a Contract Change Order**

Any changes or modifications to the contract once executed are considered contract modifications and as such require a change order. In addition, the DBE office must provide consent for reduction, termination, or replacement of subcontractors approved on the DBE Commitment *in advance* of the modification for the prime contractor to receive payment for work or supplies. Additions to the DBE Commitment do not require advance notification of the DBE office. (see below e. DBE Utilization beyond the approved DBE Commitment)

**b. Contractor Considerations**

- (1) A prime contractor cannot modify the DBE Commitment through reduction in participation, termination, or replacement of a DBE subcontractor listed on the approved DBE Commitment without prior written consent from the DBE Office. This includes, but is not limited to, instances in which a prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.
- (2) If a prime contractor reduces participation, replaces, or terminates a DBE subcontractor who has been approved for DBE credit toward its contract, the prime is required to provide documentation supporting its inability to fulfill the contractual commitment made to the Department regarding the DBE utilization.
- (3) The Prime Contractor is required to demonstrate efforts to find another DBE subcontractor to perform at least the same amount of work under the contract as the DBE subcontractor that was terminated, to the extent needed to meet the assigned DBE contract goal. When additional opportunity is available by contract modifications, the Prime Contractor must utilize DBE subcontractors that were committed to equal work items, in the original contract.
- (4) In circumstances when a DBE subcontractor fails to complete its work on the contract for any reason, or is terminated from a contract, the Prime Contractor must undertake efforts to maintain its commitment to the assigned DBE goal.
- (5) The DBE subcontractor should communicate with the Prime Contractor regarding its schedule and capacity in the context of the contract. If the DBE firm anticipates that it cannot fulfill its subcontract, they will advise the Prime Contractor and suggest a DBE subcontractor that may replace their services and provide written consent to be released from its subcontract.
  - i. Before the Prime Contractor can request modification to the approved DBE Commitment, the Prime Contractor must:
    - a. Make every effort to fulfill the DBE Commitment by working with the listed DBE subcontractor to ensure that the firm is fully knowledgeable of the Prime Contractor's expectations for successful performance on the contract. Document these efforts in writing.

- b. If those efforts fail, provide written notice to the DBE subcontractor of the Prime Contractor's intent to request to modify the Commitment through reduction in participation, termination, and/or replacement of the subcontractor including the reason(s) for pursuing this action.
- c. Copy the DBE Office on all correspondence related to changing a DBE subcontractor who has been approved for DBE credit on a contract, including preparation and coordination efforts.
- d. Clearly state the amount of time the DBE firm has to remedy and/or respond to the notice of intent to replace/terminate. The DBE must be allowed five days from the date notice was received as indicated by email time stamp or signed certified mail, to respond, in writing. EXCEPTION: The Prime Contractor must provide a verifiable reason for a response period shorter than five days. For example, a WisDOT project engineer or project manager confirms that WisDOT has eliminated an item the DBE subcontractor was contracted for.
- e. The DBE subcontractor must acknowledge the contract modification with written response to the Prime Contractor and the DBE Office. If objecting to the subcontract modification, the DBE subcontractor must outline the basis for objection to the proposed modification, providing sound reasoning for WisDOT to reject the prime's request.

**c. Request to Modify DBE Subcontracting Commitment**

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

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

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

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

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

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

- A DBE firm owner dies or becomes disabled with the result that the listed DBE subcontractor is unable to complete its work on the contract.

#### d. Evaluation and Response to the Request

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

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

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

#### e. DBE Utilization beyond the approved DBE Commitment

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

- (1) Forward a complete, signed Attachment A form to the DBE Office. A complete Attachment A includes DBE subcontractor contact information, signatures, subcontract value, and description of the work areas to be performed by the DBE. The DBE Office will verify the DBE participation and revise the DBE Commitment based on the email/discussion and the new Attachment A.
- (2) When adding to an existing DBE Commitment, submit a new Attachment A to the DBE Alert mailbox
- (3) OR Submit a final Attachment A to DBE Alert during the Finals Process when Compliance receives notice of "Substantially Complete"

Naming conventions: When emailing files, please use the following language to identify your submission- "Project #, Proposal #, Let date, Business Name, New Attachment A" Email: [DBE\\_Alert@dot.wi.gov](mailto:DBE_Alert@dot.wi.gov)

#### Special note on trucking

- DBE truckers added to the sublets in CRCS *will* be approved without DBE credit (You will see a "N" in CRCS instead of "Y")
- Prime Contractors may enter a "place holder" e.g. \$1000.00, for DBE Trucking in CRCS if the full amount of trucking is unknown for sublet purposes only
- The hiring contractor may obtain the Attachment A with DBE signature included but the **Prime Contractor** must sign the Attachment A before submitting
- DBE truckers need to be added to the DBE commitment once. If the DBE trucker is on the initial commitment (DT1506/E1506) there is no requirement to submit another Attachment A for that trucker for that contract.

### 10. Commercially Useful Function

- a. Commercially Useful Function (CUF) is evaluated after the contract has been executed, while the DBE certified firm is performing contracted work items.
- b. The Department uses Form DT1011, DBE Commercially Useful Function Review and Certification to evaluate if the DBE is performing a commercially useful function. WisDOT counts expenditures of a DBE toward the DBE goal only if the DBE is performing a commercially useful function on that contract.

- c. A DBE firm is performing a commercially useful function if the following conditions are met:
  - (1) For contract work, the DBE is responsible for executing a distinct portion of the work and is carrying out its responsibilities by actually performing, managing, and supervising that work.
  - (2) For materials and supplies, the DBE is responsible for negotiating price, determining quality and quantity, ordering, and paying for those materials and supplies.
- d. Offsite Hauling – when DBE truck will haul between a pit and plant or location other than the construction site associated with the commitment
  - (1) Indicate Offsite Hauling on Attachment A
  - (2) Discuss offsite hauling at weekly progress meetings with Project Engineer (PE)
  - (3) PE conducts spot checks of pits/plants to verify DBE truck is hauling and/or verifying hauling log
  - (4) Prime should be prepared to submit haul tickets, plant/pit tickets, timecards, and other pertinent documentation if requested by PE or DBE Office

## 11. Credit Evaluation for DBE Primes

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

## 12. Joint Venture

A joint venture is an association of a DBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which the parties combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest. If a DBE performs as a participant in a joint venture, the Department will only credit the portion of the total dollar value of the contract equal to the portion of the work that the DBE performs with its own forces.

## 13. Mentor-Protégé

- a. If a DBE performs as a participant in a mentor-protégé agreement, the Department will credit the portion of the work performed by the DBE protégé firm.
- b. DBE credit is evaluated and confirmed by the DBE Office for any contracts on which the mentor-protégé team identifies itself to the DBE Office as a current participant of the Mentor-Protégé Program.
  - (1) DBE credit may only be awarded to a non-DBE mentor firm for using its own protégé firm for less than one half of its goal on any contract; and
  - (2) Not award DBE credit to a non-DBE mentor firm for using its own protégé firm for more than every other contract performed by the protégé firm.
- c. A DBE protégé firm may be eligible for conditional NAICS code extension for training with the mentor. Request permission from the DBE Office- Certification area.
- d. Refer to WisDOT's Mentor-Protégé guidelines for guidance on the number of contracts and amount of DBE credit allowed on WisDOT projects.



## 14. Use of Joint Checks

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

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

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

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

## 15. Payment

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

## Appendix A

### Substantive Conversation Guidelines

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

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

1. Determine DBE subcontractor's interest in quoting
2. If response indicates inexperience with quoting- offer support/assistance to the DBE in understanding the industry including fundamentals a subcontractor needs to know, required reading and/or resources.
3. Assess their interest and experience in the road construction industry by asking questions such as:
  - Have you competed for other WisDOT contracts? Ratio of competed/to wins
  - Have you performed on any transportation industry contracts (locally or with other states)?
  - What the largest contract you've completed?
  - Have you worked in the industry: apprentice, journeyman, safety, inspection etc.?
  - Does this project fit into your schedule? Are you working on any contracts now?
  - Have you reviewed a copy of the plans? Are you comfortable performing within the scope and quantity considerations of this contract?
  - What region do you work in? Home base?
  - Which line items are you considering?
  - Have you read/are you familiar with WisDOT Standard Specifications? Construction Material Manual?
  - Do you understand where your work fits in the project schedule, project phases?

Following Bid Opening- this discussion can happen at any time

1. After reviewing their quote, note the following in your discussion:
  - Does the quote look complete? Irregular?
  - Are there errors in the quote? Are items very high or very low?
  - In general, does the quote look competitive?
2. Questions and Advice for the bidder to share with the potential DBE subcontractor:
  - What line items would typically be in a competitive quote for a subcontractor of their specialty?
  - How many employees and what is their role/experience/expertise in your firm?
  - Do you have resources for labor (union member, family-based, community-resourced) and capital (banking relationship, bond agent, CPA)?
  - Where have you worked: cities, states, government, commercial, residential/private sector, etc. Explain similarities or differences.
  - Refer them to reliable, trusted, industry resources that can educate or connect them to relevant resources, education/certification resources, more appropriate contract opportunities.
  - Discussion about prime contract and subcontract liability, critical path items, contract quantities, schedule risks, and potential profit/loss (for upcoming known projects or in general).
  - Discussion of bonding, insurance, and overall business risk considerations.

## Appendix B

### Sample Contractor Solicitation Letter Page 1

*(This sample is provided as a guide, not a formatting requirement)*

#### DBE Solicitation - [Month] [Day], [Year] WisDOT Bid Letting

Attention all DBEs. [Prime Contractor] is actively seeking your quote for the [Month][Day], [Year] Bid Letting. [Prime Contractor] is considering bidding on the projects listed on page 2 as a prime contractor. Please see page 2 for instructions and the sub-contractable opportunities for each proposal.

**Does [Prime Contractor] accept quotes in areas we might self-perform?** Yes, we do! We support this federal rule and (if needed) we consider areas we might self-perform an opportunity to provide in the field assistance and training if we award your quote.

**Where can DBEs find the plans, specifications & addenda?** Please visit [Prime Contractor's] plan room [LINK] or on WisDOT's Highway Construction Contract Information HCCI website: [Wisconsin Department of Transportation Highway Construction Contract Information \(wisconsindot.gov\)](https://www.wisconsin.gov/transportation/highway-construction-contract-information). This same website can be checked for the contract status.

**What should your quote include?** All the costs required to complete the items you propose to perform including labor, equipment, material, and related bonding or insurance. The quote should also note items that you are DBE certified to perform, tied items, and any special terms. Please use page 2 as your cover sheet for your quote.

**Do you have a question regarding bonding, credit, insurance, equipment, or supplies/materials?** We welcome all DBE questions! Please call [Prime Contractor] and ask to speak with [Contact]. [Prime Contractor] can provide basic information as well as a referral to a trusted industry partner for insurance and bonding needs.

#### **When are quotes due?**

**[Month] [Day], [Year] at [Time].** We accept quotes via SBN, email, or fax. Please make every effort to have your quotes in by this time or earlier. Quality check your quote so it includes the correct letting date, project ID, proposal number, unit price and extension.

**Who can DBEs contact for questions, information, clarification or for a quote evaluation?** [Project Manager Name] [Phone] [Email]. If you are quoting [Prime Contractor] for the first time, we encourage you to come meet with us in person to discuss the project. Our office hours are 7:30 a.m. – 5:00 p.m. On bid day, we are in the office by 6:30 a.m.

#### **Why partner with [Prime Contractor]?**

DBE partnership is a core part of [Prime Contractor's] mission. Including DBEs at the beginning of each project is essential in the success of each project. We consider DBEs to be important industry partners who bring dedication and knowledge at various stages during construction. We are proud to be an industry leader with our DBE partnership. Your success as a DBE is our success.

**Sample Contractor Solicitation Letter Page 2**  
*(This sample is provided as a guide, not a formatting requirement)*  
 REQUEST FOR QUOTE

**[Prime Contractor]**  
**Letting Date: [Month] [Day], [Year]**  
**Project IDs: 1234-56-00 (Proposal #1) & 1234-01-78 (Proposal #6)**

Please check all that apply:

- Yes, we will be quoting the projects & items listed below
- No, we are not interested in quoting on the letting or its items referenced below
- Please take our name off your monthly DBE contact list
- We have questions about quoting this letting. Please have someone contact me at this number:

Prime Contractor Contact: \_\_\_\_\_ DBE: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
 Email: \_\_\_\_\_

**Please circle the proposals and items you will be quoting below and contact us with any questions**

Proposal County	1 Dane County	6 Crawford County
Clearing & Grubbing	X	X
Dump Truck Hauling	X	X
Curb/Gutter/Sidewalk	X	
Erosion Control Items		X
Excavation	X	X
Pavement Marking		X
Traffic Control	X	
Sawing	X	X
QMP, Base		X
Pipe Underdrain	X	
Landscape		X
Beam Guard	X	
Electrical	X	
Signs/Posts/Markers		X
Survey/Staking		X

Again, please make every effort to have your quotes into our office by time deadline prior to the letting date.

**Sample Contractor Solicitation Email - Simplified**  
*(This sample is provided as a guide, not a formatting requirement)*

**ATTENTION DBEs**

- **[Prime Contractor] specializes in municipal projects in the XX Region(s)**
- **We have successfully competed for and completed XX WisDOT projects over the past XX years**
- **Consider [Prime Contractor] your partner on WisDOT Projects**

**[Prime Contractor] is seeking your subcontractor quote for the XX/XX/20XX WisDOT bid letting on the below projects:**

Project	Proposal	County	Region
1234-56-00	2	Dane	SW
1234-01-78	6	Crawford	SW

- Please review the attachments **[attach Solicitation Letter]** and respond with your intent to quote (or not) along with the work items you are interested in performing and respond via fax or email by **date**. The quote should note items that you are DBE certified to perform, tied items, and any special terms. Please include labor, equipment, material, and related bonding or insurance.
- If you have any questions regarding bonding, credit, insurance, equipment and/or materials/supplies, please feel free to call [Prime Contractor] and ask for [Contact]. **(Include if your company is willing to answer these types of DBE questions)**
- Plans and Specifications can be found: **WisDOT HCCI Website: List webpage where plans are located**
- If you do choose to quote, please make every effort to have your quote into our office by **time and date**. Make sure the correct letting date, project number, unit price and extension are included in your quote.
- Should you have questions regarding the mentioned project, please call our office at (414) 555-5555 and we will direct you to the correct estimator/project manager.  
Our office hours are 7:30 a.m. - 5:00 p.m.

**Thank you – we look forward to working with your company on this project!**

**Prime Contractor**  
**Project Manager**  
 Direct: 414-555-5555  
 Cell: 414-555-5556

## Sample Contractor Solicitation Email to **non-DBE** WisDOT Subcontractors - Simplified

*(This sample is provided as a guide, not a formatting requirement)*

**ATTENTION WisDOT SUBCONTRACTORS**

**[Prime Contractor]** is considering bidding on the below projects for the **XX/XX/20XX WisDOT Bid Letting**:

Project	Proposal	County	Region	DBE Goal
1234-56-00	2	Dodge	SW	6.00%
1234-01-78	11	Adams	NC	3.00%
1234-00-99	20	Buffalo	NW	5.00%
1234-00-98	33	Portage	NC	6.00%

The above projects have DBE goals and [Prime Contractor] is committed to DBE inclusion with every project. As such, we are requesting:

- All WisDOT Subcontractors to **solicit and utilize** DBEs in your quotes.
- DBE participation can be achieved through purchasing materials from DBE suppliers, using DBE subcontractors and/or DBE trucking firms or any combination of these.
- If there is an opportunity to untie an item in your quote so a DBE can be utilized, please look for those opportunities as well.
- Your quote will be evaluated based on the amount of DBE participation your company is able to provide when compared to other quotes for the same work.

If you do choose to quote, please make every effort to have your quote into our office by **time and date**. Please submit all quotes to [Email]. Make sure the correct letting date, project number, unit price and extension are included in your quote.

Should you have questions regarding the mentioned project, the Project Manager contact is: [Name] [Phone Number] [Email]

**Thank you for utilizing DBEs who are trusted industry partners with WisDOT projects.**

Prime Contractor  
 Project Manager  
 Direct: 414-555-5555  
 Cell: 414-555-5556

## Appendix C

### Small Business Network (SBN) Overview

The Small Business Network is a part of the Bid Express® service that was created to ensure that prime bidders have a centralized online location to find subs - including small and disadvantaged business enterprises (DBEs). It is available for prime bidders to use as part of their Basic Service subscription. Within the Small Business Network, **Prime Contractors** can:

1. Easily select proposals, work types and items:
  - a. After adding applicable work types, select items that you wish to quote. Enter the sub-quote quantities and add comments, if desired. Adding or removing items and work types can be done quickly. If needed, you can save the sub-quote for later completion.
2. Create sub-quotes for the subcontracting community:
  - a. Create sub-quotes with ease using the intuitive sub-quote creator. In seven short steps, you can rapidly create a custom sub-quote directed to all subcontractors that bid on the applicable work types. Steps include: provide contact information and sub-quote expiration date, select letting and proposal, add work types and items, specify terms and conditions, upload attachments, and select vendors.
  - b. Create a sub-quote to send to subcontractors or suppliers that lists the items in a proposal that you want quoted
  - c. Create an unlimited number of sub-quotes for items you want quoted, and optionally mark them as a DBE preferred request.
  - d. Add attachments to sub-quotes.
3. View sub-quote requests & responses:
  - a. After logging into the Bid Express service, you can quickly review all of your sub-quote requests and all unsolicited sub-quote requests from subcontractors. To simplify the Small Business Network home screen, sub-quote requests can be hidden with one click if they are not applicable.
  - b. View or receive unsolicited sub-quotes that subcontractors have posted, complete with terms, conditions and pricing.
4. View Record of Subcontractor Outreach Effort:
  - a. For each sub-quote produced, a *Record of Subcontractor Outreach Effort* is generated that shows the response statistics for a particular sub-quote. If accepted by the letting agency, this report may serve as proof of a "Good Faith" effort in reaching out to the DBE community.
  - b. Easily locate pre-qualified and certified small and disadvantaged businesses.
  - c. Advertise to small and disadvantaged businesses more efficiently and cost effectively.
  - d. Document your interactions with subs/DBEs by producing an Outreach Report (may be accepted as proof of DBE outreach at the discretion of each agency).

The Small Business Network help small businesses learn more about opportunities, compete more effectively, network with other contractors and subcontractors, and win more jobs. The DBE will provide free SBN accounts to DBEs when requested. Use [DBE\\_Alert@dot.wi.gov](mailto:DBE_Alert@dot.wi.gov) to request an account. **DBE firms can:**

1. View and reply to sub-quote requests from primes:
  - a. After logging into the Bid Express service, you can quickly review all incoming sub-quote requests and all unsolicited sub-quotes created by your company. Receive notifications by selected work type. To simplify on the Small Business Network home screen, sub-quote requests can be filtered by work types relevant to your interests or hidden with one click if they are not applicable.
2. Select items when responding to sub-quote requests from primes:
  - a. You have the freedom to choose and price any number of items when responding to a sub-quote request. Quantities can be modified, and per-item comments are also available.
  - b. View requests for sub-quotes for work that primes have posted for projects they are bidding, add your pricing, terms, and conditions, and submit completed sub-quotes to the requesting primes. c. Add attachments to a sub-quote.
3. Create and send unsolicited sub-quotes to specific contractors:
  - a. Create unsolicited sub-quotes with ease using the intuitive sub-quote creator. In eight short steps, you can rapidly create a custom sub-quote directed at any number of specific vendors of your choosing. Steps include: provide contact information and sub-quote expiration date, select letting and proposal, add work types and items, specify terms and conditions, upload attachments, and select vendors.
4. Easily select and price items for unsolicited sub-quotes:
  - a. After adding applicable work types, select items that you wish to quote. The extended price calculates automatically, cutting out costly calculation errors. Comments can be provided on a per-item basis as well.
  - b. Create an unsolicited sub-quote that lists the items from a proposal that you want to quote, include pricing, terms and conditions, and send it to selected prime/plan holder.
  - c. Add attachments to a sub-quote.
  - d. Add unsolicited work items to sub-quotes that you are responding to.
5. Easy Access to Valuable Information
  - a. Receive a confirmation that your sub-quote was opened by a prime.
  - b. View Bid Tab Analysis data from past bids, including the high, average and low prices of items.
  - c. View important notices and publications from DOT targeted to small and disadvantaged businesses.
6. Accessing Small Business Network for WisDOT contracting opportunities
  - a. If you are a contractor not yet subscribing to the Bid Express service, go to [www.bidx.com](http://www.bidx.com) and select "Order Bid Express." The Small Business Network is a part of the Bid Express Basic Service.



## Appendix D

### Good Faith Effort Evaluation Measures *by categories referenced in DBE regulations*

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

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

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

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

## GFE Evaluation Rubric – Phase 1 – Initial Review

DT1202	Examples	Rating	OBOEC Feedback
<b>Solicitation Documentation</b>	<p>Identify all reasonable and available activities performed to solicit the interest of all certified DBEs who have capacity and ability to perform work on the project.</p> <p><i>Such as: Updated solicitation letter and email, timely solicitation, and follow-up, and/or utilized various methods to communicate solicitation (ex: letter, email, publication, posting and/or website)</i></p>		
<b>Selected Work Items Documentation</b>	<p>All work items are broken out into economically feasible units to facilitate DBE participation.</p> <p><i>Such as: Selected work items are <u>specific</u> to each proposal and clearly identified in all solicitation(s)</i></p>		
<b>Documentation of Project Information provided to Interested DBEs</b>	<p>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.</p> <p><i>Such as: Project information is clearly identified in all solicitation(s)</i></p>		
<b>Documentation of Negotiation with Interested DBEs</b>	<p>Provide sufficient evidence demonstrating that good faith negotiations took place during the bid letting.</p> <p><i>Such as: Documented attempts with DBEs or on behalf of DBEs to increase DBE participation</i></p>		
<b>Documentation of Sound Reason for Rejecting DBEs</b>	<p>Provide sufficient evidence demonstrating that DBEs are rejected for sound reasons.</p> <p><i>Such as: Detailed and thoughtful analysis that considers both the percentage and dollar difference when rejecting a DBE including past performance, relevant business experience and stability, safety record, business ethic and integrity, technical capacity, and other tangible factors.</i></p>		
<b>Documentation of Assistance to Interested DBEs- bonding, credit, insurance, equipment, supplies/materials</b>	<p>Documented assistance in both solicitation(s) and outreach to DBEs.</p>		
<b>Documentation of Outreach to Minority, Women, and Community organizations and other DBE Business Development Support</b>	<p>Effectively use the services of minority, women, and community organizations as well as contractors' groups, local, state, and federal business assistance offices and organization that provide assistance in recruiting and supporting DBEs, as well participation in activities that support DBE business development.</p> <p><i>Such as: Variety of activities that translate into meaningful DBE participation</i></p>		
<b>Documentation of other GFE activities</b>	<p><i>Such as: Used DT1202 Excel Workbook, Diversity &amp; Inclusion company policy, Mentor-Protégé participant, awarded neutral DBE after bid submission, included company GFE overview/strategy information and/or company website highlights DBE opportunities and participation</i></p>		
<b>Overall Demonstration of GFE</b>			

**GFE EVALUATION RATING LEGEND – PHASE 1 – Initial Review**

Documentation provided by bidder is evaluated and rated on the rubric. Bidders should include activities characterized by the following types of effort:

**ACTIVE & AGGRESSIVE:** Demonstrated through engaged and assertive activity

**QUALITY:** Demonstrated through essential character of conscientious and serious activity

**QUANTITY:** Demonstrated through a measurable number of activities

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

**TIMING:** Demonstrated through engagement efforts beyond simple solicitation, initiated early in the process

**GFE EVALUATION – PHASE 2 – Team Review****GFE Team completes:**

- Review of activities included on the rubric
- Review of the intent to award and sound reasoning submitted by Prime
- Bid analysis to confirm if any bid submitted met the DBE goal
- Review average of other bidders DBE goal achievement
- Team review of combined efforts documented in Phase 1 and 2 constitute final GFE determination

**Rating Scale:**

- **GFE Approval:**  
**Bona Fide = 6 or more categories color coded green.**  
Genuine effort characterized by sincere and earnest activities – “Solicitation” and “Sound Reasoning” must be green
- **GFE Approval:**  
**Sufficient = 5 or more categories color coded green or yellow**  
Adequate effort documented with a variety of quality activities – “Solicitation” and “Sound Reasoning” must be green or yellow
- **GFE Denial:**  
**Pro Forma efforts = 4 or less categories color coded green or yellow.** Perfunctory effort characterized by routine or superficial activities

**Green = Exceeds expectations**

**Yellow = Meets expectations**

**Red = Areas in need of attention and/or absence of documentation**

**See OBOEC Rubric Analysis Feedback**

Excerpt from Appendix A to 49 CFR Part 26:

V. In determining whether a bidder has made good faith efforts, it is essential to scrutinize its documented efforts. At a minimum, you must review the performance of other bidders in meeting the contract goal. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, you may reasonably raise the question of whether, with additional efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal but meets or exceeds the average DBE participation obtained by other bidders, you may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts. As provided in §26.53(b)(2)(vi), you must also require the contractor to submit copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract to review whether DBE prices were substantially higher; and contact the DBEs listed

<b>GFE RUBRIC ANALYSIS</b>	
OBOEC DECISION	APPROVAL OR DENIAL
Prime Contractor	
Proposal	
Project	
Bid Letting	
DBE Goal Amount	
DBE Goal Amount Achieved	
<b>Bid Analysis</b>	
Goal %	Achieved %
Apparent Low Bidder	%
Bidder B	
Bidder C	
<b>Average of OTHER Bidders (Not including Apparent Low Bidder)</b>	
<b>DBE Quotes Received</b>	
<b>DBE Quotes Awarded</b>	
<b>DBE Quote(s) Rejected</b>	<b>Rejected Quote Analysis</b>
<b>DBE Quote(s) Awarded</b>	<b>Awarded DBE Amount</b>

## Appendix E

### Good Faith Effort Best Practices

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

#### Primes

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

#### DBE

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

## **Appendix F**

### **Good Faith Effort Evaluation Guidance**

#### *Appendix A of 49 CFR Part 26*

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

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

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

III. The Department also strongly cautions you against requiring that a bidder meet a contract goal (i.e., obtain a specified amount of DBE participation) in order to be awarded a contract, even though the bidder makes an adequate good faith efforts showing. This rule specifically prohibits you from ignoring bona fide good faith efforts.

IV. The following is a list of types of actions which you should consider as part of the bidder's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

A. (1) Conducting market research to identify small business contractors and suppliers and soliciting through all reasonable and available means the interest of all certified DBEs that have the capability to perform the work of the contract. This may include attendance at pre-bid and business matchmaking meetings and events, advertising and/or written notices, posting of Notices of Sources Sought and/or Requests for Proposals, written notices or emails to all DBEs listed in the State's directory of transportation firms that specialize in the areas of work desired (as noted in the DBE directory) and which are located in the area or surrounding areas of the project.

(2) The bidder should solicit this interest as early in the acquisition process as practicable to allow the DBEs to respond to the solicitation and submit a timely offer for the subcontract. The bidder should determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.

B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units (for example, smaller tasks or quantities) to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces. This may include, where possible, establishing flexible timeframes for performance and delivery schedules in a manner that encourages and facilitates DBE participation.

C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation with their offer for the subcontract.

D. (1) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional Agreements could not be reached for DBEs to perform the work.

(2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

E. (1) Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal. Another practice considered an insufficient good faith effort is the rejection of the DBE because its quotation for the work was not the lowest received. However, nothing in this paragraph shall be construed to require the bidder or prime contractor to accept unreasonable quotes in order to satisfy contract goals.

(2) A prime contractor's inability to find a replacement DBE at the original price is not alone sufficient to support a finding that good faith efforts have been made to replace the original DBE. The fact that the contractor has the ability and/or desire to perform the contract work with its own forces does not relieve the contractor of the obligation to make good faith efforts to find a replacement DBE, and it is not a sound basis for rejecting a prospective replacement DBE's reasonable quote.

F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.

G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.

H. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, State, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.

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

VI. A promise to use DBEs after contract award is not considered to be responsive to the contract solicitation or to constitute good faith efforts.

[79 FR 59600, Oct. 2, 2014]



## **Appendix G**

### **(SAMPLE) Forms DT1506 and DT1202**



**COMMITMENT TO SUBCONTRACT TO DBE  
ATTACHMENT A**

**CONFIRMATION OF PARTICIPATION**

Project I.D.:	Proposal Number:
Letting Date:	

Name of DBE Firm Participating in this Contract:	
Name of the Prime/Subcontractor who hired the DBE Firm: <i>(list all names of tiers if more than one)</i>	
Type of Work or Type of Material Supplied:	
Total Subcontract Value:	Total DBE Credit Value:

<p><b>FOR PRIME CONTRACTORS ONLY:</b> I certify that I made arrangements with the participating DBE firm to perform the type of work listed or supply the material indicated above for the subcontract value listed above.</p>	Prime Contractor Representative's Signature
	Prime Contractor Representative's Name (Print Name)
	Prime Contractor (Print Company Name)
	Date

<p><b>FOR PARTICIPATING DBE FIRMS ONLY:</b> I certify that I made arrangements with the Prime Contractor or the Hiring Contractor to perform the type of work or supply the material indicated above for the subcontract value listed above.</p> <p><b>FOR DBE TRUCKING FIRMS ONLY:</b> I certify that I will utilize, for DBE credit, only trucks listed on my WisDOT approved Schedule of Owned/Leased Vehicles for DBE Credit form and I will be utilizing the number of trucks as listed below.</p>	Participating DBE Firm Representative's Signature	Date
	Participating DBE Firm Representative's Name (Print Name)	
	Participating DBE Firm (Print Company Name)	
	DBE Firm's Address:	

# Owned Trucks	# Leased Trucks	# DBE-Owned Leased Trucks	# Non-DBE-Owned Leased Trucks

Off site Hauling



**DOCUMENTATION OF GOOD FAITH EFFORT**  
 Wisconsin Department of Transportation  
 DT1202.....3/2020



Project ID *****	Proposal No. *****	Letting *****
Prime Contractor *****	County *****	
Person Submitting Document *****	Telephone Number *****	
Address *****	Email Address *****	

All bidders must undertake necessary and reasonable steps to achieve the assigned DBE contract goal per federal regulatory guidance at 49 CFR Part 26. Bidders use this form to document all efforts employed to meet the assigned goal as a record of contractor good faith efforts (GFE). Refer to ASP3 or 49 CFR Part 26 for guidance on actions that demonstrate good faith effort.

It is critical to list all efforts, attach documentation, and follow the instructions to complete this submission. Documentation of good faith effort includes copies of each DBE and non-DBE subcontractor quote submitted to the bidder for the same line items. Utilize the sample documentation logs to document and organize efforts.

Submit good faith effort documentation per ASP-3 guidelines.

**Instructions:** Provide a narrative description of all activities pursued to demonstrate good faith efforts, any corresponding documentation, and applicable explanation on separate pages. Include the following items, organized in the order listed below.

**1. Solicitation Documentation:**

- a. **Purpose:** To identify all reasonable and available activities the bidder performed to solicit the interest of all certified DBEs who have the capacity and ability to perform work on the project. All solicitation efforts should begin as early as possible to ensure DBEs have ample time to respond and ask questions.
- b. **Action:** Identify and list all activities engaged in to solicit DBEs using all reasonable and available means such as written notice and follow-up communications; substantive conversations; pre-bid meetings; networking events; market research; advertising.

**2. Selected Work Items Documentation:**

- a. **Purpose:** To ensure that all work items are broken out into economically feasible units to facilitate DBE participation. This must occur even when you prefer to perform the work yourself.
- b. **Action:** Identify economically feasible work units to be performed by DBEs to include activities such as: list of work items to be performed; breaking up of large work items into smaller tasks or quantities; flexible time frames for performance and delivery schedules.

**3. Documentation of Project Information provided to Interested DBEs:**

- a. **Purpose:** To provide interested DBEs with adequate information about the plans, specifications, and any other contractual requirements in a timely manner to assist DBEs in response to solicitation.
- b. **Action:** Provide DBEs access to plans, specifications, and other contract requirements. Early solicitation allows ample opportunity to provide project information, links to Let advertisements, and substantive engagement with DBEs.

**4. → Documentation of Negotiation with Interested DBEs:**

**a. → Purpose:** To ensure that negotiations with interested DBEs were made in good faith providing evidence as to why agreements could not be reached for DBEs to perform work.

**b. → Action:** Provide sufficient evidence to demonstrate that good faith negotiations took place. Merely sending out solicitations requesting bids from DBEs does not constitute sufficient good faith efforts. A bidder using good business judgment considers a number of factors in negotiating with all subcontractors, and the firm's price and capabilities in addition to contract goals are taken into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for failing to meet the DBE goal as long as costs are reasonable. (see 49 CFR Part 26 Appendix A)

**5. → Documentation of Sound Reason for Rejecting DBEs:**

**a. → Purpose:** To ensure that bidders avoid rejecting DBEs as unqualified without sound reasons. Reasons for rejection must be based on thorough investigation of DBE capabilities.

**b. → Action:** Provide sufficient evidence to demonstrate that DBE was rejected for sound reasons such as past performance, relevant business experience and stability, safety record, business ethic and integrity, technical capacity, other tangible factors.

**6. → Documentation of Assistance to Interested DBEs - Bonding, Credit, Insurance, Equipment, Supplies/Materials:**

**a. → Purpose:** To assist interested DBEs in obtaining bonds, lines of credit, insurance, equipment, supplies, materials, and other assistance or services.

**b. → Action:** Assist interested DBEs in obtaining bonding, lines of credit or insurance, and provide technical assistance or information related to plans, specifications, and project requirements. Assist DBEs in obtaining equipment, supplies, materials or other services related to meeting project requirements (excluding supplies or equipment the DBE purchases from the prime).

**7. → Documentation of outreach to Minority, Women, and Community Organizations and other DBE Business Development Support:**

**a. → Purpose:** To effectively use the services of minority, women, and community organizations as well as contractors' groups, local, state, and federal business assistance offices and organization that provide assistance in recruiting and supporting DBEs, as well as participation in activities that support DBE business development.

**b. → Action:** Contact organizations and agencies for assistance in contacting, recruiting, and providing support to DBE subcontractors, suppliers, manufacturers, and truckers at least 14 days before bid opening. Participate in or host activities such as networking events, mentor-protégé programs, small business development workshops, and others consistent with DBE support.

Return to:  
Wisconsin Department of Transportation  
DBE Program Office  
PO Box 7965  
Madison, WI 53707-7965  
DBE\_Alert@dot.wi.gov

I certify that I have utilized comprehensive good faith efforts to solicit and utilize DBE firms to meet the DBE participation requirements of this contract proposal, as demonstrated by my responses and as specified in Additional Special Provision 3 (ASP-3).

I certify that the information given in the Documentation of Good Faith Efforts is true and correct to the best of my knowledge and belief.

I further understand that any willful falsification, fraudulent statement, or misrepresentation will result in appropriate sanctions, which may involve debarment and/or prosecution under applicable state (Trans 504) and Federal laws.

		(Bidder/Authorized Representative Signature)
		*****
		(Print Name)
		*****
		(Title)

### Good-Faith-Effort--Sample-Documentation-Logs

The sample logs below are provided as guides rather than exhaustive list. See ASP3, Appendix A for additional examples of demonstrable good faith efforts. Attach documentation for each activity listed.

Acceptable forms of documentation include copies of solicitations sent to DBEs, notes from substantive conversations and negotiations with DBEs, copies of advertisements placed, email communications, all quotes received from DBEs and from all subcontractors who were considered alongside DBE quotes, proof of attendance at applicable networking events; flyers for events or workshops for DBEs offered by the prime, and other physical records of good faith efforts activities.

#### SOLICITATION LOG

Date	Activity	Name of DBE Solicited	Follow-up
4/1/2020	Sent May-Let solicitation	Winterland Electric	Spoke with Mark Winterland on 4/15/20 to ask if he would quote.

#### SELECTED WORK ITEMS SOLICITED LOG

Work Type	DBE Firm	Contact Person	Date	Contact Mode
Pavement Marking	ABC Marking	Leslie Lynch	4/1/2020	Email; phone
	#1 Marking Co.	Mark Smart	4/1/2020	Email; left VM
Electrical	Winterland Electric	Tabitha Tinker	4/3/2020	Email; left VM
	Superstar Wiring	Jose Huascar	4/3/2020	Email; phone

#### INFORMATION PROVIDED LOG

Request Date	DBE Firm	Information Requested & Provided	Response Date
4/1/2020	Winterland Electric	Requested info on electrical requirements; provided plan and link to specs	4/3/2020
4/21/2020	Absolute Construction	Wanted to know how and when supplies are paid for by WisDOT; referred to spec that covers stockpiling	4/21/2020

#### NEGOTIATIONS LOG

Date	DBE Firm	Contact Name	Work Type	Quotes Rec'd?	Considered for project?	If not selected, why?
4/12/2020	ABC Landscape	John Dean	Erosion Control	Yes	No	Cannot perform all items
4/17/2020	Wild Ferns	Sandy Lynn	Erosion Control	Yes	Yes	
4/20/2020	#1 Marking	Mark Smart	Electrical	Yes	Yes	

#### ASSISTANCE LOG

Date	DBE Firm	Contact Person	Assistance Provided
4/1/2020	ABC Sawing	Jackie Swiggle	Informed DBE on how to obtain bonding
4/17/2020	Supreme Construction	Winston Walters	Provided contact for wholesale supply purchase

#### OUTREACH & BUSINESS DEVELOPMENT LOG

Date	Agency/Organization Contacted	Contact Person	Assistance Requested
4/1/2020	Women in Construction	LaTonya Klein	Contact information for woman-owned suppliers
4/28/2020	WBIC	Sam Smith	Asked for information to provide to DBE regarding financing programs through WBIC

Official Form DT1202 can be found here: <https://wisconsindot.gov/pages/global-footer/formdocs/default.aspx>

## **ADDITIONAL SPECIAL PROVISION 4**

This special provision does not limit the right of the department, prime contractor, or subcontractors at any tier to withhold payment for work not acceptably completed or work subject to an unresolved contract dispute.

### **Payment to First-Tier Subcontractors**

Within 10 calendar days of receiving a progress payment for work completed by a subcontractor, pay the subcontractor for that work. The prime contractor may withhold payment to a subcontractor if, within 10 calendar days of receipt of that progress payment, the prime contractor provides written notification to the subcontractor and the department documenting "just cause" for withholding payment.

The prime contractor is not allowed to withhold retainage from payments due subcontractors.

### **Payment to Lower-Tier Subcontractors**

Ensure that subcontracting agreements at all tiers provide prompt payment rights to lower-tier subcontractors that parallel those granted first-tier subcontractors in this provision.

### **Acceptance and Final Payment**

Within 30 calendar days of receiving the semi-final estimate from the department, submit written certification that subcontractors at all tiers are paid in full for acceptably completed work.



## ADDITIONAL SPECIAL PROVISIONS 5 FUEL COST ADJUSTMENT

### A Description

Fuel Cost Adjustments will be applied to partial and final payments for work items categorized in Section B as a payment to the contractor or a credit to the department. ASP-5 shall not apply to any force account work.

### B Categories of Work Items

The following items and Fuel Usage Factors shall be used to determine Fuel Cost Adjustments:

(1) Earthwork.		Unit	Gal. Fuel Per Unit
205.0100	Excavation Common	CY	0.23
205.0200	Excavation Rock	CY	0.39
205.0400	Excavation Marsh	CY	0.29
208.0100	Borrow	CY	0.23
208.1100	Select Borrow	CY	0.23
209.1100	Backfill Granular Grade 1	CY	0.23
209.1500	Backfill Granular Grade 1	Ton	0.115
209.2100	Backfill Granular Grade 2	CY	0.23
209.2500	Backfill Granular Grade 2	Ton	0.115
350.0102	Subbase	CY	0.28
350.0104	Subbase	Ton	0.14
350.0115	Subbase 6-Inch	SY	0.05
350.0120	Subbase 7-Inch	SY	0.05
350.0125	Subbase 8-Inch	SY	0.06
350.0130	Subbase 9-Inch	SY	0.07
350.0135	Subbase 10-Inch	SY	0.08
350.0140	Subbase 11-Inch	SY	0.09
350.0145	Subbase 12-Inch	SY	0.09

**C Fuel Index**

A Current Fuel Index (CFI) in dollars per gallon will be established by the Department of Transportation for each month. The CFI will be the price of No. 2 fuel oil, as reported in U.S. Oil Week, using the first issue dated that month. The CFI will be the average of prices quoted for Green Bay, Madison, Milwaukee and Minneapolis.

The base Fuel Index (BFI) for this contract is \$2.70 per gallon.

**D Computing the Fuel Cost Adjustment**

The engineer will compute the ratio CFI/BFI each month. If the ratio falls between 0.85 and 1.15, inclusive, no fuel adjustment will be made for that month. If the ratio is less than 0.85 a credit to the department will be computed. If the ratio is greater than 1.15 additional payment to the contractor will be computed. Credit or additional payment will be computed as follows:

- (1) The engineer will estimate the quantity of work done in that month under each of the contract items categorized in Section B.
- (2) The engineer will compute the gallons of fuel used in that month for each of the contract items categorized in Section B by applying the unit fuel usage factors shown in Section B.
- (3) The engineer will summarize the total gallons (Q) of fuel used in that month for the items categorized in Section B.
- (4) The engineer will determine the Fuel Cost Adjustment credit or payment from the following formula:

$$FA = \frac{CFI}{BFI} - 1 \times Q \times BFI$$

(plus is payment to contractor; minus is credit to the department)

Where	FA	=	Fuel Cost Adjustment (plus or minus)
	CFI	=	Current Fuel Index
	BFI	=	Base Fuel Index
	Q	=	Monthly total gallons of fuel

**E Payment**

A Fuel Cost Adjustment credit to the department will be deducted as a dollar amount each month from any sums due to the contractor. A Fuel Cost Adjustment payment to the contractor will be made as a dollar amount each month.

Upon completion of the work under the contract, any difference between the estimated quantities and the final quantities will be determined. An average CFI, calculated by averaging the CFI for all months that fuel cost adjustment was applied, will be applied to the quantity differences. The average CFI shall be applied in accordance with the procedure set forth in Section D.

**Additional Special Provision 6**

**ASP 6 - Modifications to the standard specifications**

*Make the following revisions to the standard specifications:*

**416.2.4 Concrete Pavement Repair and Replacement**

*Replace the entire text with the following effective with the November 2022 letting:*

- (1) Except as specified in 416.3.6 for inlaid rumble strips, use grade C concrete as specified in 501.
- (2) The engineer will allow the contractor to open to construction and public traffic when the concrete reaches 2000 psi.

**416.2.5 Special High Early Strength Concrete Pavement Repair and Replacement**

**416.2.5.1 Composition and Proportioning of Concrete**

*Replace paragraph one with the following effective with the November 2022 letting:*

- (1) For the concrete mixture, use a minimum of 846 pounds of cementitious material per cubic yard of concrete. The engineer will allow the contractor to open to construction and public traffic when the concrete reaches 2000 psi. The contractor may add one or a combination of admixtures to the ingredients or to the mixture in order to obtain the required minimum strength and required air content. Do not retemper the concrete mixture.

**455.2.4.3 Emulsified Asphalts**

*Replace paragraph one with the following effective with the November 2022 letting:*

- (1) Furnish material conforming, before dilution, to the following:
    - Anionic emulsified asphalts<sup>[1]</sup>..... AASHTO M140
    - Cationic emulsified asphalts<sup>[1]</sup> ..... AASHTO M208
    - Polymer-modified cationic emulsified asphalts ..... AASHTO M316
- <sup>[1]</sup> Non-tracking emulsified asphalts shall conform to TABLE 455-1 for the type and grade specified.

**TABLE 455-1 Requirements for Non-Tracking Emulsified Asphalt**

PRODUCT	ANTT	CNTT
Saybolt Viscosity at 77°F (25°C), (AASHTO T 59), SFS	15-100	15-100
Paddle Viscosity at 77°F (25°C), (AASHTO T 382), cPs <sup>[1]</sup>	30-200	30-200
Storage Stability Test, 24 hr, (AASHTO T 59), %	1 max	1 max
Residue by Distillation, 500 ± 10 °F (260 ± 5 °C), or Residue by Evaporation, 325 ± 5 °F (163 ± 3 °C), (AASHTO T 59), %	50 min	50 min
Sieve Test, No. 20 (850 µm), (AASHTO T 59), %	0.3	0.3
Penetration at 77°F (25°C), 100 g, 5 sec, (AASHTO T 49), dmm	10-40	10-40
Ash Content, (AASHTO T 111), %	1 max	1 max
Solubility in Trichlorethylene Test, (AASHTO T 44) <sup>[2]</sup>	97.5% min	97.5% min

<sup>[1]</sup> Paddle Viscosity (AASHTO T 382) may be run in lieu of Saybolt Viscosity (AASHTO T 59).  
<sup>[2]</sup> The solubility in Trichlorethylene test (AASHTO T 44) may be run in lieu of Ash Content (AASHTO T 111).

**455.2.5 Tack Coat**

*Replace paragraph one with the following effective with the November 2022 letting:*

- (1) Under the Tack Coat bid item, furnish type SS-1h, CSS-1h, QS-1h, CQS-1h, ANTT, CNTT, or modified emulsified asphalt with an “h” suffix, unless the contract specifies otherwise.

**710.5.7 Corrective Action**

**710.5.7.1 Optimized Aggregate Gradations**

*Replace paragraph one with the following effective with the November 2022 letting:*

- (1) If the contractor's 4-point running average or a department test result of the volumetric percent retained exceeds the tarantula curve limits by less than or equal to 1.0 percent on a single sieve size, notify the other party immediately and do one of the following:
  - Perform corrective action documented in the QC plan or as the engineer approves. Continue with the following:
    1. Document and provide corrective action results to the engineer as soon as they are available.
    2. Department will conduct two tests within the next business day after corrective action is complete.
      - If blended aggregate gradations are within the tarantula curve limits by the second department test:
        - Continue with concrete production.
        - Include a break in the 4-point running average.
        - For Class I Pavements: The department will discontinue reduced frequency testing and will test at a frequency of 1 test per placement day. Once 5 consecutive samples are passing at the 1 test per placement day frequency, the reduced frequency testing will be reapplied.
      - If blended aggregate gradations are not within the tarantula curve limits by the second department test and the contract requires an optimized aggregate gradation mix under 501.2.7.4.2.1(2), stop concrete production and submit a new optimized aggregate gradation mix design.
      - If blended aggregate gradations are not within the tarantula curve limits by the second department test and the contract does not require an optimized aggregate gradation mix under 501.2.7.4.2.1(2), stop concrete production and submit either a new optimized aggregate gradation mix design or a combined aggregate gradation mix design.
  - Submit a new optimized aggregate gradation mix design and perform the following:
    1. Restart control charts for the new mix design.
    2. Amend contractor Quality Control Plan

**715.5 Payment**

*Replace the entire text with the following effective with the November 2022 letting:*

**715.5.1 General**

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

<u>ITEM NUMBER</u>	<u>DESCRIPTION</u>	<u>UNIT</u>
715.0502	Incentive Strength Concrete Structures	DOL
715.0603	Incentive Strength Concrete Barrier	DOL
715.0715	Incentive Flexural Strength Concrete Pavement	DOL
715.0720	Incentive Compressive Strength Concrete Pavement	DOL

- (2) Incentive payment may be more or less than the amount the schedule of items shows.
- (3) The department will administer disincentives for strength under the Disincentive Strength Concrete Structures, Disincentive Strength Concrete Barrier, Disincentive Flexural Strength Concrete Pavement, and Disincentive Compressive Strength Concrete Pavement, administrative items.
- (4) The department will adjust pay for each lot using PWL of the 28-day subplot average strengths for that lot. The department will measure PWL relative to strength lower specification limits as follows:
  - Compressive strength of 3700 psi for pavements.
  - Flexural strength of 650 psi for pavements.
  - Compressive strength of 4000 psi for structures and barrier.
- (5) The department will not pay a strength incentive for concrete that is nonconforming in another specified property, for ancillary concrete accepted based on tests of class I concrete, or for high early strength concrete unless placed in pavement gaps as allowed under 715.3.1.2.2.
- (6) Submit test results to the department electronically using MRS software. The department will verify contractor data before determining pay adjustments.
- (7) All coring and testing costs under 715.3.2.2 including filling core holes and providing traffic control during coring are incidental to the contract.

**715.5.2 Pavements**

**715.5.2.1 Compressive**

- (1) The department will adjust pay for each lot using equation “QMP 3.01” as follows:

Percent within Limits (PWL)	Pay Adjustment (dollars per square yard)
>= 95 to 100	$(0.1 \times \text{PWL}) - 9.5$
>= 85 to < 95	0
>= 30 to < 85	$(1.5/55 \times \text{PWL}) - 127.5/55$
< 30	-1.50

- (2) The department will not pay incentive if the lot standard deviation is greater than 400 psi compressive.
- (3) For lots with a full battery of QC tests at less than 4 locations, there is no incentive, but the department will assess a disincentive based on the individual subplot average strengths. The department will reduce pay for sublots with an average strength below 3700 psi compressive by \$1.50 per square yard.
- (4) For integral shoulder pavement and pavement gaps accepted using tests from the adjacent travel lane, the department will adjust pay using strength results of the travel lane for integrally placed concrete shoulders and pavement gaps regardless of mix design and placement method, included in a lane-foot lot.

**715.5.2.2 Flexural**

- (1) The department will adjust pay for each lot using equation “QMP 6.02” as follows:

Percent within Limits (PWL)	Pay Adjustment (dollars per square yard)
>= 95 to 100	$(0.2 \times \text{PWL}) - 19$
>= 85 to < 95	0
>= 50 to < 85	$(2.0/35 \times \text{PWL}) - 170/35$
< 50	-2.00

- (2) The department will not pay incentive if the lot standard deviation is greater than 60 psi flexural.
- (3) For lots with a full battery of QC tests at less than 4 locations, there is no incentive, but the department will assess a disincentive based on the individual subplot average strengths. The department will reduce pay for sublots with an average strength below 650 psi flexural by \$2.00 per square yard.
- (4) For integral shoulder pavement and pavement gaps accepted using tests from the adjacent travel lane, the department will adjust pay using strength results of the travel lane for integrally placed concrete shoulders and pavement gaps regardless of mix design and placement method, included in a lane-foot lot.

**715.5.3 Structures and Cast-in-Place Barrier**

- (1) The department will adjust pay for each lot using equation “QMP 2.01” as follows:

Percent within Limits (PWL)	Pay Adjustment (dollars per square yard)
>= 99 to 100	10
>= 90 to < 99	0
>= 50 to < 90	$(7/8 \times \text{PWL}) - 78.75$
< 50	-35

- (2) The department will not pay incentive if the lot standard deviation is greater than 350 psi.
- (3) For lots with less than 4 sublots, there is no incentive, but the department will assess a disincentive based on the individual subplot average strengths. The department will reduce pay for sublots with an average strength below 4000 psi by \$35 per cubic yard.

## ADDITIONAL SPECIAL PROVISION 7

### A. Reporting 1<sup>st</sup> Tier and DBE Payments During Construction

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

### B. Costs for conforming to this special provision are incidental to the contract.

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

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

<https://wisconsindot.gov/Documents/doing-bus/civil-rights/labornwage/crcs-payments-sublets-manual.pdf>

## **ADDITIONAL SPECIAL PROVISION 9**

### **Electronic Certified Payroll or Labor Data Submittal**

- (1) Use the department's Civil Rights Compliance System (CRCS) to electronically submit certified payroll reports for contracts with federal funds and labor data for contracts with state funds only. Details are available online through the department's highway construction contractor information (HCCI) site on the Labor, Wages, and EEO Information page at:  
<https://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/default.aspx>
- (2) Ensure that all tiers of subcontractors, including all trucking firms, either submit their weekly certified payroll reports (contracts with federal funds) or labor data (contracts with state funds only) electronically through CRCS. These payrolls or labor data are due within seven calendar days following the close of the payroll period. Every firm providing physical labor towards completing the project is a subcontractor under this special provision.
- (3) Upon receipt of contract execution, promptly make all affected firms aware of the requirements under this special provision and arrange for them to receive CRCS training as they are about to begin their submittals. The department will provide training either in a classroom setting at one of our regional offices or by telephone. Contact Paul Ndon at (414) 438-4584 to schedule the training.
- (4) The department will reject all paper submittals for information required under this special provision. All costs for conforming to this special provision are incidental to the contract.
- (5) Firms wishing to export payroll/labor data from their computer system into CRCS should have their payroll coordinator contact Paul Ndon at [paul.ndon@dot.wi.gov](mailto:paul.ndon@dot.wi.gov). Not every contractor's payroll system is capable of producing export files. For details, see Section 4.8 CPR Auto Submit (Data Mapping) on pages 49-50; 66-71 of the CRCS Payroll Manual at:  
<https://wisconsindot.gov/Documents/doing-bus/civil-rights/labornwage/crcs-payroll-manual.pdf>

**REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

**ATTACHMENTS**

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

**I. GENERAL**

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

**II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)**

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

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

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

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

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



**1. Equal Employment Opportunity:** Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

b. The contractor will accept as its operating policy the following statement:

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

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action or are substantially involved in such action, will be made fully cognizant of and will implement the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer or other knowledgeable company official.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to ensure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

#### **6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs (i.e., apprenticeship and on-the-job training programs for the geographical area of contract performance). In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors, suppliers, and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### **10. Assurances Required:**

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

(1) Withholding monthly progress payments;

(2) Assessing sanctions;

(3) Liquidated damages; and/or

(4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages (29 CFR 5.5)

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## 2. Withholding (29 CFR 5.5)

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics,

including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## 3. Payrolls and basic records (29 CFR 5.5)

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or

subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### 4. Apprentices and trainees (29 CFR 5.5)

##### a. Apprentices (programs of the USDOL).

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

Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

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

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

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

##### b. Trainees (programs of the USDOL).

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

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

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the

corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

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

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

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

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

**9. Disputes concerning labor standards.** As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor

set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

#### **10. Certification of eligibility (29 CFR 5.5)**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

#### **V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

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

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph 1 of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of this section, in the sum currently provided in 29 CFR 5.5(b)(2)\* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section. 29 CFR 5.5.

\* \$27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990).

### **3. Withholding for unpaid wages and liquidated damages.**

The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this section. 29 CFR 5.5.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section. 29 CFR 5.5.

## **VI. SUBLETTING OR ASSIGNING THE CONTRACT**

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or

equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on longstanding interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

## **VII. SAFETY: ACCIDENT PREVENTION**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance

with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

### **VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

### **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)**

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.326.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders

or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

### **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

#### **1. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant



who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

\* \* \* \* \*

## **2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

## **3. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is

submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

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**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(b) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(c) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

\*\*\*\*\*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier

subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

## **XII. USE OF UNITED STATES-FLAG VESSELS:**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.
2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

## NON-DISCRIMINATION PROVISIONS

**During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:**

**1. Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

**2. Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

**3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

**4. Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

**5. Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until the contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.

**6. Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

**During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:**

**Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, 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).

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO  
ENSURE EQUAL EMPLOYMENT OPPORTUNITY  
(EXECUTIVE ORDER 11246)**

1. The Offeror's or Bidder's attention is called to the "Employment Practices" and "Equal Opportunity Clause" set forth in the Required Contract Provisions, FHWA 1273.
2. The goals and timetables for minority and female participation expressed in percentage terms for the contractor's aggregate work force in each trade, on all construction work in the covered area, are as follows:

**Goals for Minority Participation for Each Trade:**

<u>County</u>	<u>%</u>	<u>County</u>	<u>%</u>	<u>County</u>	<u>%</u>
Adams	1.7	Iowa	1.7	Polk	2.2
Ashland	1.2	Iron	1.2	Portage	0.6
Barron	0.6	Jackson	0.6	Price	0.6
Bayfield	1.2	Jefferson	7.0	Racine	8.4
Brown	1.3	Juneau	0.6	Richland	1.7
Buffalo	0.6	Kenosha	3.0	Rock	3.1
Burnett	2.2	Kewaunee	1.0	Rusk	0.6
Calumet	0.9	La Crosse	0.9	St. Croix	2.9
Chippewa	0.5	Lafayette	0.5	Sauk	1.7
Clark	0.6	Langlade	0.6	Sawyer	0.6
Columbia	1.7	Lincoln	0.6	Shawano	1.0
Crawford	0.5	Manitowoc	1.0	Sheboygan	7.0
Dane	2.2	Marathon	0.6	Taylor	0.6
Dodge	7.0	Marinette	1.0	Trempealeau	0.6
Door	1.0	Marquette	1.7	Vernon	0.6
Douglas	1.0	Menominee	1.0	Vilas	0.6
Dunn	0.6	Milwaukee	8.0	Walworth	7.0
Eau Claire	0.5	Monroe	0.6	Washburn	0.6
Florence	1.0	Oconto	1.0	Washington	8.0
Fond du Lac	1.0	Oneida	0.6	Waukesha	8.0
Forest	1.0	Outagamie	0.9	Waupaca	1.0
Grant	0.5	Ozaukee	8.0	Waushara	1.0
Green	1.7	Pepin	0.6	Winnebago	0.9
Green Lake	1.0	Pierce	2.2	Wood	0.6

**Goals for female participation for each trade: 6.9%**

These goals are applicable to all the contractor's construction work, (whether or not it is federal or federally assisted), performed in the covered area. If the contractor performs construction work in the geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The contractor's compliance with the Executive Order and the Regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order and the Regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000.00 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

As referred to in this section, the Director means:

Director  
Office of Federal Contract Compliance Programs  
Ruess Federal Plaza  
310 W. Wisconsin Ave., Suite 1115  
Milwaukee, WI 53202

The "Employer Identification Number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

4. As used in this notice, and in the contract resulting from solicitation, the "covered area" is the county(ies) in Wisconsin to which this proposal applies.



## **ADDITIONAL FEDERAL-AID PROVISIONS**

### **NOTICE TO ALL BIDDERS**

To report bid rigging activities call:

**1-800-424-9071**

The U.S. Department of Transportation (DOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Time. Anyone with knowledge of possible bid rigging, bidding collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

## BUY AMERICA PROVISION

Buy America (as documented in M-22-11 from the Office of Management and Budget: <https://www.whitehouse.gov/wp-content/uploads/2022/04/M-22-11.pdf>) shall be domestic products and permanently incorporated in this project as classified in the following three categories, and as noted in the Construction and Materials Manual (CMM):

### 1. Iron and Steel

All iron and steel manufacturing and coating processes (from smelting forward in the manufacturing process) must have occurred within the United States. Coating includes epoxy coating, galvanizing, painting and any other coating that protects or enhances the value of a material subject to the requirements of Buy America.

The exemption of the iron and steel manufacturing and coating processes Buy America requirement is the minimal use of foreign materials if the total cost of such material permanently incorporated in the product does not exceed one-tenth of one percent (1/10 of 1%) of the total contract cost or \$2,500.00, whichever is greater. For purposes of this paragraph, the cost is that shown to be the value of the subject products as they are delivered to the project.

### 2. Manufactured Product

All manufactured products (as defined in CMM 228.5) are covered under a previous waiver from 1983, and are currently exempt from Buy America.

### 3. Construction Material

All construction materials (as defined in OMB M-22-11 and as referenced in CMM 228.5) must comply with Buy America. No exemptions (0.0%) are allowed.

The contractor shall take actions and provide documentation conforming to CMM 228.5 to ensure compliance with this Buy America provision.

<https://wisconsindot.gov/rdwy/cmm/cm-02-28.pdf>

Upon completion of the project, certify to the engineer, in writing using department form DT4567 that all iron and steel, manufactured products, and construction materials conform to this Buy America provision.

Form DT4567 is available at: <https://wisconsindot.gov/Documents/formdocs/dt4567.docx>

Attach a list of iron or steel exemptions and their associated costs to the certification form.

## CARGO PREFERENCE ACT REQUIREMENT

All Federal-aid projects shall comply with 46 CFR 381.7 (a) – (b) as follows:

(a) *Agreement Clauses.* “Use of United States-flag vessels:”

(1) Pursuant to Pub. L. 664 (43 U.S.C. 1241(b)) at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available.

(2) Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a)(1) of this section shall be furnished to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.”

(b) *Contractor and Subcontractor Clauses.* “Use of United States-flag vessels: The contractor agrees—”

(1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

(2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

**WISCONSIN DEPARTMENT OF TRANSPORTATION  
DIVISION OF TRANSPORTATION AND SYSTEM DEVELOPMENT**

**SUPPLEMENTAL REQUIRED CONTRACT PROVISIONS  
FOR PROJECTS WITH FEDERAL AID**

**I. PREVAILING WAGE RATES**

The attached U.S. Department of Labor (Davis-Bacon Minimum Wage Rates) furnishes the minimum prevailing wage rates pursuant to the Davis-Bacon and Related Acts. The wage rates shown are the minimum rates required by the contract to be paid during its life, however this is not a representation that labor can be obtained at these rates. It is the responsibility of bidders to inform themselves as to the local labor conditions and prospective changes or adjustments of wage rates. No increase in the contract price will be allowed or authorized on account of the payment of wage rates in excess of those listed herein.

**II. COVERAGE OF TRUCK DRIVERS**

Truck drivers are covered by Davis-Bacon Minimum Wage Rates in the following circumstances:

- Drivers of a contractor or subcontractor for time spent working on the site of the work.
- Drivers of a contractor or subcontractor for time spent loading and/or unloading materials and supplies on the site of the work, if such time is not de minimis.  
[https://www.dol.gov/whd/FOH/FOH\\_Ch15.pdf](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

Superseded General Decision Number: WI20220010

State: Wisconsin

Construction Type: Highway

Counties: Wisconsin Statewide.

HIGHWAY, AIRPORT RUNWAY & TAXIWAY CONSTRUCTION PROJECTS (does not include bridges over navigable waters; tunnels; buildings in highway rest areas; and railroad construction)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an 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 \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

1	01/13/2023
2	01/20/2023
3	03/31/2023
4	04/07/2023
5	05/26/2023
6	06/02/2023
7	06/16/2023
8	06/23/2023

BRWI0001-002 06/01/2022

CRAWFORD, JACKSON, JUNEAU, LA CROSSE, MONROE, TREMPLEAU, AND VERNON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 37.96	25.13

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BRWI0002-002 06/01/2022

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 45.87	23.91

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BRWI0002-005 06/01/2022

ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 38.81	23.94

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BRWI0003-002 06/01/2021

BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, AND OCONTO COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 37.03	24.95

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BRWI0004-002 06/01/2022

KENOSHA, RACINE, AND WALWORTH COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 42.53	26.01

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BRWI0006-002 06/01/2022

ADAMS, CLARK, FOREST, LANGLADE, LINCOLN, MARATHON, MENOMINEE, ONEIDA, PORTAGE, PRICE, TAYLOR, VILAS AND WOOD COUNTIES

Rates	Fringes
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BRICKLAYER.....\$ 38.26 24.83  
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BRWI0007-002 06/01/2022

GREEN, LAFAYETTE, AND ROCK COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 39.26	25.52

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BRWI0008-002 06/01/2022

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 44.08	24.42

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BRWI0011-002 06/01/2022

CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 38.00	25.09

-----  
BRWI0019-002 06/01/2022

BARRON, BUFFALO, BURNETT, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN,  
PIERCE, POLK, RUSK, ST. CROIX, SAWYER AND WASHBURN COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 37.36	25.73

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BRWI0034-002 06/01/2022

COLUMBIA AND SAUK COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 39.56	25.22

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CARP0068-011 05/02/2022

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.....	\$ 41.19	27.05

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CARP0264-003 06/01/2016

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WAUKESHA, AND WASHINGTON  
COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 35.78	22.11

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CARP0310-002 06/05/2022

Ashland, Bayfield, Forest, Iron, Langlade, Lincoln, Marathon,  
Oneida, Shawano, Taylor and Vilas

	Rates	Fringes
CARPENTER.....	\$ 36.80	26.12
Piledriver.....	\$ 37.37	25.96

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CARP0314-001 06/05/2022

Columbia, Dane, Dodge, Grant, Green, Iowa, Jefferson,  
Lafayette, Richland, Rock, Sauk and Walworth

	Rates	Fringes
CARPENTER.....	\$ 36.80	26.12
Piledriver.....	\$ 37.37	25.96

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CARP0361-004 05/01/2018

BAYFIELD (West of Hwy 63) AND DOUGLAS COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 36.15	20.43

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CARP0731-002 06/05/2022

Calumet (Eastern portion of the County), Fond Du Lac, Manitowoc  
and Sheboygan

	Rates	Fringes
CARPENTER.....	\$ 36.80	26.12
Piledriver.....	\$ 37.37	25.96

-----  
CARP0804-001 06/05/2022

Adams, Juneau, Portage and Wood

	Rates	Fringes
CARPENTER.....	\$ 36.80	26.12
Piledriver.....	\$ 37.37	25.96

-----  
CARP0955-002 06/01/2022

Calumet (western portion of County), Fond Du Lac, Green Lake,  
Marquette, Outagamie and Winnebago

	Rates	Fringes
CARPENTER.....	\$ 36.80	26.12
PILEDRIVER.....	\$ 37.37	25.96

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CARP1056-002 06/05/2022

Rates Fringes

MILLWRIGHT.....\$ 38.00 26.78

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CARP1074-002 06/01/2022

Barron, Burnett, Chippewa, Clark, Dunn, Eau Claire, Pepin,  
Pierce, Polk, Rusk, Sawyer, St. Croix and Washburn

	Rates	Fringes
CARPENTER.....	\$ 36.80	26.12
PILEDRIIVER.....	\$ 37.37	25.96

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CARP1143-002 06/01/2022

Crawford, Jackson, La Crosse, Monroe, Trempealeau and Vernon

	Rates	Fringes
CARPENTER.....	\$ 36.80	26.12
PILEDRIIVER.....	\$ 37.37	25.96

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CARP1146-002 06/01/2022

Brown, Door, Florence, Kewaunee, Marinette, Menominee and  
Shawano

	Rates	Fringes
CARPENTER.....	\$ 36.80	26.12
PILEDRIIVER.....	\$ 37.37	25.96

-----  
CARP2337-001 06/01/2016

ZONE A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON

ZONE B: KENOSHA & RACINE

	Rates	Fringes
PILEDRIVERMAN		
Zone A.....	\$ 31.03	22.69
Zone B.....	\$ 31.03	22.69

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ELEC0014-002 12/25/2022

ASHLAND, BARRON, BAYFIELD, BUFFALO, BURNETT, CHIPPEWA, CLARK  
(except Maryville, Colby, Unity, Sherman, Fremont, Lynn &  
Sherwood), CRAWFORD, DUNN, EAU CLAIRE, GRANT, IRON, JACKSON, LA  
CROSSE, MONROE, PEPIN, PIERCE, POLK, PRICE, RICHLAND, RUSK, ST  
CROIX, SAWYER, TAYLOR, TREMPALEAU, VERNON, AND WASHBURN  
COUNTIES

	Rates	Fringes
Electricians:.....	\$ 39.25	22.34

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ELEC0014-007 05/29/2022

REMAINING COUNTIES

	Rates	Fringes
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Teledata System Installer  
 Installer/Technician.....\$ 29.63            3%+16.18

Low voltage construction, installation, maintenance and removal of teledata facilities (voice, data, and video) including outside plant, telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area networks), LAN (local area networks), and ISDN (integrated systems digital network).

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 ELEC0127-002 06/01/2021

KENOSHA COUNTY

	Rates	Fringes
Electricians:.....	\$ 43.16	30%+12.70

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 ELEC0158-002 05/30/2021

BROWN, DOOR, KEWAUNEE, MANITOWOC (except Schleswig), MARINETTE (Wausaukee and area South thereof), OCONTO, MENOMINEE (East of a line 6 miles West of the West boundary of Oconto County), SHAWANO (Except Area North of Townships of Aniwa and Hutchins) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 36.14	29.75%+10.26

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 ELEC0159-003 05/30/2021

COLUMBIA, DANE, DODGE (Area West of Hwy 26, except Chester and Emmet Townships), GREEN, LAKE (except Townships of Berlin, Seneca, and St. Marie), IOWA, MARQUETTE (except Townships of Neshkoka, Crystal Lake, Newton, and Springfield), and SAUK COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 43.38	23.13

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 ELEC0219-004 06/01/2019

FLORENCE COUNTY (Townships of Aurora, Commonwealth, Fern, Florence and Homestead) AND MARINETTE COUNTY (Township of Niagara)

	Rates	Fringes
Electricians:		
Electrical contracts over \$180,000.....	\$ 33.94	21.80
Electrical contracts under \$180,000.....	\$ 31.75	21.73

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 ELEC0242-005 05/30/2021

DOUGLAS COUNTY

	Rates	Fringes
Electricians:.....	\$ 41.37	69.25%
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ELEC0388-002 05/30/2021		

ADAMS, CLARK (Colby, Freemont, Lynn, Mayville, Sherman, Sherwood, Unity), FOREST, JUNEAU, LANGLADE, LINCOLN, MARATHON, MARINETTE (Beecher, Dunbar, Goodman & Pembine), MENOMINEE (Area West of a line 6 miles West of the West boundary of Oconto County), ONEIDA, PORTAGE, SHAWANO (Aniwa and Hutchins), VILAS AND WOOD COUNTIES

	Rates	Fringes
Electricians:.....	\$ 36.22	26%+11.24
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* ELEC0430-002 06/01/2023		

RACINE COUNTY (Except Burlington Township)

	Rates	Fringes
Electricians:.....	\$ 46.70	25.02
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ELEC0494-005 06/01/2022		

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Electricians:.....	\$ 46.38	25.86
-----		
ELEC0494-006 06/01/2021		

CALUMET (Township of New Holstein), DODGE (East of Hwy 26 including Chester Township), FOND DU LAC, MANITOWOC (Schleswig), and SHEBOYGAN COUNTIES

	Rates	Fringes
Electricians:.....	\$ 37.91	22.74
-----		
ELEC0494-013 05/29/2022		

DODGE (East of Hwy 26 including Chester Twp, excluding Emmet Twp), FOND DU LAC (Except Waupun), MILWAUKEE, OZAUKEE, MANITOWOC (Schleswig), WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 22.39	18.80
Technician.....	\$ 33.19	21.12

Installation, testing, maintenance, operation and servicing of all sound, intercom, telephone interconnect, closed circuit TV systems, radio systems, background music systems, language laboratories, electronic carillon, antenna distribution systems, clock and program systems and low-voltage systems such as visual nurse call, audio/visual

nurse call systems, doctors entrance register systems. Includes all wire and cable carrying audio, visual, data, light and radio frequency signals. Includes the installation of conduit, wiremold, or raceways in existing structures that have been occupied for six months or more where required for the protection of the wire or cable, but does not mean a complete conduit or raceway system. work covered does not include the installation of conduit, wiremold or any raceways in any new construction, or the installation of power supply outlets by means of which external electric power is supplied to any of the foregoing equipment or products

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 ELEC0577-003 06/01/2022

CALUMET (except Township of New Holstein), GREEN LAKE (N. part including Townships of Berlin, St Marie, and Seneca), MARQUETTE (N. part including Townships of Crystal Lake, Neshkoro, Newton, and Springfield), OUTAGAMIE, WAUPACA, WAUSHARA, AND WINNEBAGO COUNTIES

	Rates	Fringes
Electricians:.....	\$ 37.41	29.50%+10.00

-----  
 ELEC0890-003 06/01/2022

DODGE (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE, RACINE (Burlington Township), ROCK AND WALWORTH COUNTIES

	Rates	Fringes
Electricians:.....	\$ 40.70	25.95%+11.26

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 ELEC0953-001 06/02/2019

	Rates	Fringes
Line Construction:		
(1) Lineman.....	\$ 47.53	21.43
(2) Heavy Equipment Operator.....	\$ 42.78	19.80
(3) Equipment Operator.....	\$ 38.02	18.40
(4) Heavy Groundman Driver..	\$ 33.27	16.88
(5) Light Groundman Driver..	\$ 30.89	16.11
(6) Groundsman.....	\$ 26.14	14.60

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 ENGI0139-005 06/01/2023

	Rates	Fringes
Power Equipment Operator		
Group 1.....	\$ 43.77	27.40
Group 2.....	\$ 43.27	27.40
Group 3.....	\$ 42.77	27.40
Group 4.....	\$ 42.51	27.40
Group 5.....	\$ 42.22	27.40
Group 6.....	\$ 36.32	27.40

HAZARDOUS WASTE PREMIUMS:  
 EPA Level ""A"" protection - \$3.00 per hour  
 EPA Level ""B"" protection - \$2.00 per hour

EPA Level "C" protection - \$1.00 per hour

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, tower cranes, and derricks with or without attachments with a lifting capacity of over 100 tons; or cranes, tower cranes, and derricks with boom, leads and/or jib lengths measuring 176 feet or longer.

GROUP 2: Cranes, tower cranes and derricks with or without attachments with a lifting capacity of 100 tons or less; or cranes, tower cranes, and derricks with boom, leads, and/or jibs lengths measuring 175 feet or under and Backhoes (excavators) weighing 130,000 lbs and over; caisson rigs; pile driver; dredge operator; dredge engineer; Boat Pilot.

GROUP 3: Mechanic or welder - Heavy duty equipment; cranes with a lifting capacity of 25 tons or under; concrete breaker (manual or remote); vibratory/sonic concrete breaker; concrete laser screed; concrete slipform paver; concrete batch plant operator; concrete pvt. spreader - heavy duty (rubber tired); concrete spreader & distributor; automatic subgrader (concrete); concrete grinder & planing machine; concrete slipform curb & gutter machine; slipform concrete placer; tube finisher; hydro blaster (10,000 psi & over); bridge paver; concrete conveyor system; concrete pump; Rotec type Conveyor; stabilizing mixer (self-propelled); shoulder widener; asphalt plant engineer; bituminous paver; bump cutter & grooving machine; milling machine; screed (bituminous paver); asphalt heater, planer & scarifier; Backhoes (excavators) weighing under 130,000 lbs; grader or motor patrol; tractor (scraper, dozer, pusher, loader); scraper - rubber tired (single or twin engine); endloader; hydraulic backhoe (tractor type); trenching machine; skid rigs; tractor, side boom (heavy); drilling or boring machine (mechanical heavy); roller over 5 tons; percussion or rotary drilling machine; air track; blaster; loading machine (conveyor); tugger; boatmen; winches & A-frames; post driver; material hoist.

GROUP 4: Greaser, roller steel (5 tons or less); roller (pneumatic tired) - self propelled; tractor (mounted or towed compactors & light equipment); shouldering machine; self-propelled chip spreader; concrete spreader; finishing machine; mechanical float; curing machine; power subgrader; joint sawer (multiple blade) belting machine; burlap machine; texturing machine; tractor endloader (rubber tired) - light; jeep digger; forklift; mulcher; launch operator; fireman, environmental burner

GROUP 5: Air compressor; power pack; vibrator hammer and extractor; heavy equipment, leadman; tank car heaters; stump chipper; curb machine operator; Concrete proportioning plants; generators; mudjack operator; rock breaker; crusher or screening plant; screed (milling machine); automatic belt conveyor and surge bin; pug mill operator; Oiler, pump (over 3 inches); Drilling Machine Tender, day light machine

GROUP 6: Off-road material hauler with or without ejector.

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IRON0008-002 06/13/2022

BROWN, CALUMET, DOOR, FOND DU LAC, KEWAUNEE, MANITOWOC,

MARINETTE, OCONTO, OUTAGAMI, SHAWANO, SHEBOYGAN, AND WINNEBAGO COUNTIES:

	Rates	Fringes
IRONWORKER.....	\$ 41.00	28.95

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

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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 06/05/2022

ADAMS, COLUMBIA, CRAWFORD, DANE, DODGE, FLORENCE, FOREST, GRANT, GREENE, (Excluding S.E. tip), GREEN LAKE, IOWA, JEFFERSON, JUNEAU, LA CROSSE, LAFAYETTE, LANGLADE, MARATHON, MARQUETTE, MENOMINEE, MONROE, PORTAGE, RICHLAND, ROCK (Northern area, vicinity of Edgerton and Milton), SAUK, VERNON, WAUPACA, WAUSHARA, AND WOOD COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 39.00	28.58

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IRON0498-005 06/01/2021

GREEN (S.E. 1/3), ROCK (South of Edgerton and Milton), and WALWORTH (S.W. 1/3) COUNTIES:

	Rates	Fringes
IRONWORKER.....	\$ 41.37	44.41

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IRON0512-008 05/01/2022

BARRON, BUFFALO, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, JACKSON, PEPIN, PIERCE, POLK, RUSK, ST CROIX, TAYLOR, AND TREMPPEALEAU COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 41.00	33.11

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IRON0512-021 05/01/2022

ASHLAND, BAYFIELD, BURNETT, DOUGLAS, IRON, LINCOLN, ONEIDA, PRICE, SAWYER, VILAS AND WASHBURN COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 36.94	33.11

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LAB00113-002 06/01/2023

MILWAUKEE AND WAUKESHA COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 33.56	23.86
Group 2.....	\$ 33.71	23.86
Group 3.....	\$ 33.91	23.86
Group 4.....	\$ 34.06	23.86
Group 5.....	\$ 34.21	23.86
Group 6.....	\$ 30.05	23.86

LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagperson; traffic control person

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LAB00113-003 06/01/2023

OZAUKEE AND WASHINGTON COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 32.81	23.86
Group 2.....	\$ 32.91	23.86
Group 3.....	\$ 32.96	23.86
Group 4.....	\$ 33.16	23.86
Group 5.....	\$ 33.01	23.86
Group 6.....	\$ 29.90	23.86

LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and



Utility Man); Batch Truck Dumper or Cement Handler;  
Bituminous Worker (Dumper, Ironer, Smoother, and Tamper);  
Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler  
(Pavement); Vibrator or Tamper Operator (Mechanical Hand  
Operated);

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter  
(Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson and Traffic Control Person

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\* LAB00113-011 06/01/2023

KENOSHA AND RACINE COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 32.62	23.86
Group 2.....	\$ 32.77	23.86
Group 3.....	\$ 32.97	23.86
Group 4.....	\$ 32.94	23.86
Group 5.....	\$ 33.27	23.86
Group 6.....	\$ 29.76	23.86

LABORERS CLASSIFICATIONS:

GROUP 1: General laborer; Tree Trimmer; Conduit Layer;  
Demolition and Wrecking Laborer; Guard Rail, Fence, and  
Bridge Builder; Landscaper; Multiplate Culvert Assembler;  
Stone Handler; Bituminous Worker (Shoveler, Loader, and  
Utility Man); Batch Truck Dumper or Cement Handler;  
Bituminous worker (Dumper, Ironer, Smoother, and Tamper);  
Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler  
(Pavement); Vibrator or Tamper Operator (Mechanical Hand  
Operated); Chain Saw Operator; Demolition Burning Torch  
Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter  
(Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagman; traffic control person

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\* LAB00140-002 06/01/2023

ADAMS, ASHLAND, BARRON, BAYFIELD, BROWN, BUFFALO, BURNETT,  
CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DODGE, DOOR,  
DOUGLAS, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST,  
GRANT, GREEN, GREEN LAKE, IRON, JACKSON, JUNEAU, IOWA,  
JEFFERSON, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN,  
MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE,

OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE, POLK, PORTAGE, PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST. CROIX, TAYLOR, TREMPLEAU, VERNON, VILLAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 37.57	19.25
Group 2.....	\$ 37.67	19.25
Group 3.....	\$ 37.72	19.25
Group 4.....	\$ 37.92	19.25
Group 5.....	\$ 37.77	19.25
Group 6.....	\$ 34.20	19.25

LABORER CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator, Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson; Traffic Control

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 \* LAB00464-003 06/01/2023

DANE COUNTY

	Rates	Fringes
LABORER		
Group 1.....	\$ 37.85	19.25
Group 2.....	\$ 37.95	19.25
Group 3.....	\$ 38.00	19.25
Group 4.....	\$ 38.20	19.25
Group 5.....	\$ 38.05	19.25
Group 6.....	\$ 34.20	19.25

LABORERS CLASSIFICATIONS:

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; Powderman

GROUP 6: Flagperson and Traffic Control Person

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PAIN0106-008 05/01/2023

ASHLAND, BAYFIELD, BURNETT, AND DOUGLAS COUNTIES

	Rates	Fringes
Painters:		
New:		
Brush, Roller.....	\$ 34.59	24.84
Spray, Sandblast, Steel....	\$ 35.19	24.84
Repaint:		
Brush, Roller.....	\$ 33.09	24.84
Spray, Sandblast, Steel....	\$ 33.69	24.84

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PAIN0108-002 06/01/2022

RACINE COUNTY

	Rates	Fringes
Painters:		
Brush, Roller.....	\$ 39.60	21.79
Spray & Sandblast.....	\$ 40.60	21.79

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PAIN0259-002 05/01/2008

BARRON, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN, PIERCE, POLK, RUSK, SAWYER, ST. CROIX, AND WASHBURN COUNTIES

	Rates	Fringes
PAINTER.....	\$ 24.11	12.15

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PAIN0259-004 05/01/2015

BUFFALO, CRAWFORD, JACKSON, LA CROSSE, MONROE, TREMPLEAU, AND VERNON COUNTIES

	Rates	Fringes
PAINTER.....	\$ 22.03	12.45

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PAIN0781-002 06/01/2022

JEFFERSON, MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
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Painters:

Bridge.....	\$ 38.15	24.80
Brush.....	\$ 37.40	24.80
Spray & Sandblast.....	\$ 38.15	24.80

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PAIN0802-002 06/01/2021

COLUMBIA, DANE, DODGE, GRANT, GREEN, IOWA, LAFAYETTE, RICHLAND,  
ROCK, AND SAUK COUNTIES

Rates Fringes

PAINTER

Brush.....	\$ 29.98	18.78
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PREMIUM PAY:

Structural Steel, Spray, Bridges = \$1.00 additional per  
hour.

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PAIN0802-003 06/01/2022

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.....	\$ 34.68	18.94
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PAIN0934-001 06/01/2022

KENOSHA AND WALWORTH COUNTIES

Rates Fringes

Painters:

Brush.....	\$ 36.70	24.69
Spray.....	\$ 37.70	24.69
Structural Steel.....	\$ 36.85	24.69

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PAIN1011-002 06/06/2021

FLORENCE COUNTY

Rates Fringes

Painters:.....	\$ 26.71	14.38
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PLAS0599-010 06/01/2021

Rates Fringes

CEMENT MASON/CONCRETE FINISHER

Area 1.....	\$ 42.06	20.87
Area 2 (BAC).....	\$ 37.73	23.80
Area 3.....	\$ 38.74	22.46
Area 4.....	\$ 38.59	22.66
Area 5.....	\$ 38.16	22.98
Area 6.....	\$ 34.94	26.36

AREA DESCRIPTIONS

AREA 1: BAYFIELD, DOUGLAS, PRICE, SAWYER, AND WASHBURN COUNTIES

AREA 2: ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

AREA 3: BUFFALO, CRAWFORD, EAU CLAIRE, JACKSON, JUNEAU, LA CROSSE MONROE, PEPIN, PIERCE, RICHLAND, TREMPLEAU, AND VERNON COUNTIES

AREA 4: MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

AREA 5: DANE, GRANT, GREEN, IOWA, LAFAYETTE, AND ROCK COUNTIES

AREA 6: KENOSHA AND RACINE COUNTIES

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TEAM0039-001 06/01/2021

	Rates	Fringes
TRUCK DRIVER		
1 & 2 Axles.....	\$ 32.57	23.81
3 or more Axles; Euclids, Dumpton & Articulated, Truck Mechanic.....	\$ 32.72	23.81
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WELL DRILLER.....	\$ 16.52	3.70
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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within

the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in

the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"



"General Decision Number: WI20230008 06/23/2023

Superseded General Decision Number: WI20220008

State: Wisconsin

Construction Types: Heavy (Sewer and Water Line and Tunnel)

Counties: Wisconsin Statewide.

TUNNEL, SEWER & WATER LINE CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

<p>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:</p>	<ul style="list-style-type: none"> <li>. Executive Order 14026 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.</li> </ul>
<p>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:</p>	<ul style="list-style-type: none"> <li>. Executive Order 13658 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.</li> </ul>

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/06/2023
1	01/13/2023

2	01/20/2023
3	03/31/2023
4	04/07/2023
5	06/09/2023
6	06/16/2023
7	06/23/2023

BRWI0001-002 06/01/2022

CRAWFORD, JACKSON, JUNEAU, LA CROSSE, MONROE, TREMPLEAU, AND VERNON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 37.96	25.13

BRWI0002-002 06/01/2022

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 45.87	23.91

BRWI0002-005 06/01/2022

ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 38.81	23.94

BRWI0003-002 06/01/2021

BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, AND OCONTO COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 37.03	24.95

BRWI0004-002 06/01/2022

KENOSHA, RACINE, AND WALWORTH COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 42.53	26.01

BRWI0006-002 06/01/2022

ADAMS, CLARK, FOREST, LANGLADE, LINCOLN, MARATHON, MENOMINEE, ONEIDA, PORTAGE, PRICE, TAYLOR, VILAS AND WOOD COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 38.26	24.83

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BRWI0007-002 06/01/2022

GREEN, LAFAYETTE, AND ROCK COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 39.26	25.52

-----  
BRWI0008-002 06/01/2022

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 44.08	24.42

-----  
BRWI0009-001 06/01/2022

GREEN LAKE, MARQUETTE, OUTAGAMIE, SHAWANO, WAUPACA, WASHARA,  
AND WINNEBAGO COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 38.00	25.09

-----  
BRWI0011-002 06/01/2022

CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 38.00	25.09

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BRWI0013-002 06/01/2022

DANE, GRANT, IOWA, AND RICHLAND COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 39.56	25.22

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BRWI0019-002 06/01/2022

BARRON, BUFFALO, BURNETT, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN,  
PIERCE, POLK, RUSK, ST. CROIX, SAWYER AND WASHBURN COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 37.36	25.73

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BRWI0021-002 06/01/2022

DODGE AND JEFFERSON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 38.49	26.27

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BRWI0034-002 06/01/2022

COLUMBIA AND SAUK COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 39.56	25.22
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CARP0068-011 05/02/2022		

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.....	\$ 41.19	27.05
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CARP0264-003 06/01/2016		

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WAUKESHA, AND WASHINGTON COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 35.78	22.11
-----		
CARP0310-002 06/05/2022		

Ashland, Bayfield, Forest, Iron, Langlade, Lincoln, Marathon, Oneida, Shawano, Taylor and Vilas

	Rates	Fringes
CARPENTER.....	\$ 36.80	26.12
Piledriver.....	\$ 37.37	25.96
-----		
CARP0314-001 06/05/2022		

Columbia, Dane, Dodge, Grant, Green, Iowa, Jefferson, Lafayette, Richland, Rock, Sauk and Walworth

	Rates	Fringes
CARPENTER.....	\$ 36.80	26.12
Piledriver.....	\$ 37.37	25.96
-----		
CARP0361-004 05/01/2018		

BAYFIELD (West of Hwy 63) AND DOUGLAS COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 36.15	20.43
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CARP0731-002 06/05/2022		

Calumet (Eastern portion of the County), Fond Du Lac, Manitowoc and Sheboygan

	Rates	Fringes
CARPENTER.....	\$ 36.80	26.12
Piledriver.....	\$ 37.37	25.96
-----		

CARP0804-001 06/05/2022

Adams, Juneau, Portage and Wood

	Rates	Fringes
CARPENTER.....	\$ 36.80	26.12
Piledriver.....	\$ 37.37	25.96

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CARP0955-002 06/01/2022

Calumet (western portion of County), Fond Du Lac, Green Lake,  
Marquette, Outagamie and Winnebago

	Rates	Fringes
CARPENTER.....	\$ 36.80	26.12
PILEDRIVER.....	\$ 37.37	25.96

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CARP1056-002 06/05/2022

	Rates	Fringes
MILLWRIGHT.....	\$ 38.00	26.78

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CARP1074-002 06/01/2022

Barron, Burnett, Chippewa, Clark, Dunn, Eau Claire, Pepin,  
Pierce, Polk, Rusk, Sawyer, St. Croix and Washburn

	Rates	Fringes
CARPENTER.....	\$ 36.80	26.12
PILEDRIVER.....	\$ 37.37	25.96

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CARP1143-002 06/01/2022

Crawford, Jackson, La Crosse, Monroe, Trempealeau and Vernon

	Rates	Fringes
CARPENTER.....	\$ 36.80	26.12
PILEDRIVER.....	\$ 37.37	25.96

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CARP1146-002 06/01/2022

Brown, Door, Florence, Kewaunee, Marinette, Menominee and  
Shawano

	Rates	Fringes
CARPENTER.....	\$ 36.80	26.12
PILEDRIVER.....	\$ 37.37	25.96

-----  
CARP2337-001 06/01/2016

ZONE A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON

ZONE B: KENOSHA & RACINE

Rates Fringes

PILEDRIVERMAN

Zone A.....	\$ 31.03	22.69
Zone B.....	\$ 31.03	22.69

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CARP2337-003 06/01/2019

Rates Fringes

MILLWRIGHT

Zone A.....	\$ 33.58	21.53
Zone B.....	\$ 33.58	21.53

ZONE DEFINITIONS

ZONE A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON COUNTIES

ZONE B: KENOSHA & RACINE COUNTIES

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ELEC0014-002 12/25/2022

ASHLAND, BARRON, BAYFIELD, BUFFALO, BURNETT, CHIPPEWA, CLARK (except Maryville, Colby, Unity, Sherman, Fremont, Lynn & Sherwood), CRAWFORD, DUNN, EAU CLAIRE, GRANT, IRON, JACKSON, LA CROSSE, MONROE, PEPIN, PIERCE, POLK, PRICE, RICHLAND, RUSK, ST CROIX, SAWYER, TAYLOR, TREMPLEAU, VERNON, AND WASHBURN COUNTIES

Rates Fringes

Electricians:.....	\$ 39.25	22.34
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ELEC0127-002 06/01/2021

KENOSHA COUNTY

Rates Fringes

Electricians:.....	\$ 43.16	30%+12.70
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ELEC0158-002 05/30/2021

BROWN, DOOR, KEWAUNEE, MANITOWOC (except Schleswig), MARINETTE(Wausuakee and area South thereof), OCONTO, MENOMINEE (East of a line 6 miles West of the West boundary of Oconto County), SHAWANO (Except Area North of Townships of Aniwa and Hutchins) COUNTIES

Rates Fringes

ELECTRICIAN.....	\$ 36.14	29.75%+10.26
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ELEC0159-003 05/30/2021

COLUMBIA, DANE, DODGE (Area West of Hwy 26, except Chester and Emmet Townships), GREEN, LAKE (except Townships of Berlin, Seneca, and St. Marie), IOWA, MARQUETTE (except Townships of Neshkoka, Crystal Lake, Newton, and Springfield), and SAUK COUNTIES

Rates Fringes

ELECTRICIAN.....\$ 43.38 23.13

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ELEC0219-004 06/01/2019

FLORENCE COUNTY (Townships of Aurora, Commonwealth, Fern, Florence and Homestead) AND MARINETTE COUNTY (Township of Niagara)

Rates Fringes

Electricians:

Electrical contracts over  
\$180,000.....\$ 33.94 21.80  
Electrical contracts under  
\$180,000.....\$ 31.75 21.73

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ELEC0242-005 05/30/2021

DOUGLAS COUNTY

Rates Fringes

Electricians:.....\$ 41.37 69.25%

-----  
ELEC0388-002 05/30/2021

ADAMS, CLARK (Colby, Freemont, Lynn, Mayville, Sherman, Sherwood, Unity), FOREST, JUNEAU, LANGLADE, LINCOLN, MARATHON, MARINETTE (Beecher, Dunbar, Goodman & Pembine), MENOMINEE (Area West of a line 6 miles West of the West boundary of Oconto County), ONEIDA, PORTAGE, SHAWANO (Aniwa and Hutchins), VILAS AND WOOD COUNTIES

Rates Fringes

Electricians:.....\$ 36.22 26%+11.24

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\* ELEC0430-002 06/01/2023

RACINE COUNTY (Except Burlington Township)

Rates Fringes

Electricians:.....\$ 46.70 25.02

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ELEC0494-005 06/01/2022

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

Rates Fringes

Electricians:.....\$ 46.38 25.86

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ELEC0494-006 06/01/2021

CALUMET (Township of New Holstein), DODGE (East of Hwy 26 including Chester Township), FOND DU LAC, MANITOWOC (Schleswig), and SHEBOYGAN COUNTIES

Rates Fringes

Electricians:.....\$ 37.91 22.74

-----  
ELEC0577-003 06/01/2022

CALUMET (except Township of New Holstein), GREEN LAKE (N. part including Townships of Berlin, St Marie, and Seneca), MARQUETTE (N. part including Townships of Crystal Lake, Neshkoro, Newton, and Springfield), OUTAGAMIE, WAUPACA, WAUSHARA, AND WINNEBAGO COUNTIES

Rates Fringes

Electricians:.....\$ 37.41 29.50%+10.00

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ELEC0890-003 06/01/2022

DODGE (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE, RACINE (Burlington Township), ROCK AND WALWORTH COUNTIES

Rates Fringes

Electricians:.....\$ 40.70 25.95%+11.26

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ENGI0139-003 06/06/2022

REMAINING COUNTIES

Rates Fringes

Power Equipment Operator

Group 1.....	\$ 45.22	24.85
Group 2.....	\$ 43.97	24.85
Group 3.....	\$ 41.57	24.85
Group 4.....	\$ 41.04	24.85
Group 5.....	\$ 38.97	24.85
Group 6.....	\$ 37.44	24.85

HAZARDOUS WASTE PREMIUMS:

- EPA Level "A" Protection: \$3.00 per hour
- EPA Level "B" Protection: \$2.00 per hour
- EPA Level "C" Protection: \$1.00 per hour

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of over 100 tons; Cranes, Tower Cranes, and Derricks with boom, leads and/or jib lengths 176 ft or longer.

GROUP 2: Backhoes (Excavators) weighing 130,00 lbs and over; Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of 100 tons or less; Cranes, Tower Cranes, and Derricks with boom, leads, and/or jib lengths 175 ft or less; Caisson Rigs; Pile Driver

GROUP 3: Backhoes (Excavators) weighing under 130,000 lbs; Travelling Crane (bridge type); Milling Machine; Concrete Paver over 27 E; Concrete Spreader and Distributor; Concrete Laser Screed; Concrete Grinder and Planing Machine; Slipform Curb and Gutter Machine; Boring Machine (Directional); Dredge Operator; Skid Rigs; over 46 meter Concrete Pump.



GROUP 4: Hydraulic Backhoe (tractor or truck mounted); Hydraulic Crane, 10 tons or less; Tractor, Bulldozer, or End Loader (over 40 hp); Motor Patrol; Scraper Operator; Bituminous Plant and Paver Operator; Screed-Milling Machine; Roller over 5 tons; Concrete pumps 46 meter and under; Grout Pumps; Rotec type machine; Hydro Blaster, 10,000 psi and over; Rotary Drill Operator; Percussion Drilling Machine; Air Track Drill with or without integral hammer; Blaster; Boring Machine (vertical or horizontal); Side Boom; Trencher, wheel type or chain type having 8 inch or larger bucket; Rail Leveling Machine (Railroad); Tie Placer; Tie Extractor; Tie Tamper; Stone Leveler; Straddle Carrier; Material Hoists; Stack Hoist; Man Hoists; Mechanic and Welder; Off Road Material Haulers.

GROUP 5: Tractor, Bulldozer, or Endloader (under 40 hp); Tampers -Compactors, riding type; Stump Chipper, large; Roller, Rubber Tire; Backfiller; Trencher, chain type (bucket under 8 inch); Concrete Auto Breaker, large; Concrete Finishing Machine (road type); Concrete Batch Hopper; Concrete Conveyor Systems; Concrete Mixers, 14S or over; Pumps, Screw Type and Gypsum); Hydrohammers, small; Brooms and Sweepers; Lift Slab Machine; Roller under 5 tons; Industrial Locomotives; Fireman (Pile Drivers and Derricks); Pumps (well points); Hoists, automatic; A-Frames and Winch Trucks; Hoists (tuggers); Boats (Tug, Safety, Work Barges and Launches); Assistant Engineer

GROUP 6: Shouldering Machine Operator; Farm or Industrial Tractor mounted equipment; Post Hole Digger; Auger (vertical and horizontal); Skid Steer Loader with or without attachments; Robotic Tool Carrier with or without attachments; Power Pack Vibratory/Ultra Sound Driver and Extractor; Fireman (Asphalt Plants); Screed Operator; Stone Crushers and Screening Plants; Air, Electric, Hydraulic Jacks (Slip Form); Prestress Machines; Air Compressor, 400 CFM or over; Refrigeration Plant/Freeze Machine; Boiler Operators (temporary heat); Forklifts; Welding Machines; Generators; Pumps over 3"; Heaters, Mechanical; Combination small equipment operator; Winches, small electric; Oiler; Greaser; Rotary Drill Tender; Conveyor; Elevator Operator

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 ENGI0139-007 06/05/2023

DODGE, FOND DU LAC, JEFFERSON, KENOSHA, MILWAUKEE, OZAUKEE, RACINE, SHEBOYGAN, WALWORTH, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Power Equipment Operator		
Group 1.....	\$ 44.54	25.35
Group 2.....	\$ 43.76	25.35
Group 3.....	\$ 42.81	25.35
Group 4.....	\$ 41.76	25.35
Group 5.....	\$ 40.36	25.35

HAZARDOUS WASTE PREMIUMS:  
 EPA Level "A" Protection: \$3.00 per hour  
 EPA Level "B" Protection: \$2.00 per hour  
 EPA Level "C" Protection: \$1.00 per hour

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, Tower Cranes, and Derricks with or without attachments, with a lifting capacity of over 100 tons; or Cranes, Tower Cranes, and Derricks with boom, leads, and/or jib lengths measuring 176 feet or longer; Backhoes (Excavators) 130,000 lbs and over; Caisson Rigs and Pile Drivers

GROUP 2: Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of 100 tons or under; or Cranes, Tower Cranes, and Derricks with boom, lead, and/or jib lengths measuring 175 feet or under; Backhoes (Excavators) under 130,000 lbs; Skid Rigs; Dredge Operator: Traveling Crane (Bridge type); Concrete Paver over 27 E; Concrete Spreader and Distributor; Concrete Pumps and Boring Machines (directional)

GROUP 3: Material Hoists; Stack Hoists; Tractor or Truck mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane, 5 tons or under; Manhoist; Tractor over 40 hp; Bulldozer over 40 hp; Endloader over 40 hp; Forklift, 25 ft and over; Motor Patrol; Scraper Operator; Sideboom; Straddle Carrier; Mechanic and Welder; Bituminous Plant and Paver Operator; Roller over 5 tons; Percussion Drill Operator; Rotary Drill Operator; Blaster; Air Track Drill; Trencher (wheel type or chain type having over 8 inch bucket); Elevator; Milling Machine and Boring Machine (horizontal or vertical); Backhoe Mounted Compactor

GROUP 4: Backfiller; Concrete Auto Breaker (large); Concrete Finishing Machine (road type); Roller, Rubber Tire; Concrete Batch Hopper; Concrete Conveyor System; Concrete Mixers (14S or over); Screw type Pumps and Gypsum Pumps; Grout Pumps; Tractor, Bulldozer, End Loader, under 40 hp; Pumps (well points); Trencher (chain type 8 inch or smaller bucket); Industrial Locomotives; Roller under 5 tons; Fireman (Piledrivers and Derricks); Robotic Tool Carrier with or without attachments.

GROUP 5: Hoists (Automatic); Forklift, 12 ft to 25 ft; Tamper-Compactors, riding type; A-Frame and Winch Trucks; Concrete Auto Breaker; Hydrohammer, small; Brooms and Sweepers; Hoist (Tuggers); Stump Chipper, large; Boats (Tug, Safety, Work Barges and Launch); Shouldering Machine Operator; Screed Operator; Farm or Industrial Tractor; Post Hole Digger; Stone Crushers and Screening Plants; Firemen (Asphalt Plants); Air Compressor (400 CFM or over); Augers (vertical and horizontal); Generators, 150 KW and over; Air, Electric Hydraulic Jacks (Slipform); Prestress Machines; Skid Steer Loader with or without attachments; Boiler operators (temporary heat); Forklift, 12 ft and under; Screed Operator Milling Machine; Refrigeration Plant/Freeze Machine; Power Pack Vibratory/Ultra Sound Driver and Extractor; Generators under 150 KW; Combination small equipment operator; Compressors under 400 CFM; Welding Machines; Heaters, Mechanical; Pumps; Winches, Small Electric; Oiler and Greaser; Conveyor; High pressure utility locating machine (daylighting machine).

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IRON0008-002 06/13/2022

BROWN, CALUMET, DOOR, FOND DU LAC, KEWAUNEE, MANITOWOC,  
MARINETTE, OCONTO, OUTAGAMI, SHAWANO, SHEBOYGAN, AND WINNEBAGO  
COUNTIES:

	Rates	Fringes
IRONWORKER.....	\$ 41.00	28.95

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

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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.

-----  
IRON0383-001 06/05/2022

ADAMS, COLUMBIA, CRAWFORD, DANE, DODGE, FLORENCE, FOREST, GRANT, GREENE, (Excluding S.E. tip), GREEN LAKE, IOWA, JEFFERSON, JUNEAU, LA CROSSE, LAFAYETTE, LANGLADE, MARATHON, MARQUETTE, MENOMINEE, MONROE, PORTAGE, RICHLAND, ROCK (Northern area, vicinity of Edgerton and Milton), SAUK, VERNON, WAUPACA, WAUSHARA, AND WOOD COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 39.00	28.58

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IRON0498-005 06/01/2021

GREEN (S.E. 1/3), ROCK (South of Edgerton and Milton), and WALWORTH (S.W. 1/3) COUNTIES:

	Rates	Fringes
IRONWORKER.....	\$ 41.37	44.41

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IRON0512-008 05/01/2022

BARRON, BUFFALO, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, JACKSON, PEPIN, PIERCE, POLK, RUSK, ST CROIX, TAYLOR, AND TREMPLEAU COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 41.00	33.11

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IRON0512-021 05/01/2022

ASHLAND, BAYFIELD, BURNETT, DOUGLAS, IRON, LINCOLN, ONEIDA, PRICE, SAWYER, VILAS AND WASHBURN COUNTIES

	Rates	Fringes
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IRONWORKER.....\$ 36.94 33.11

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LABO0113-004 06/05/2023

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Laborers: (Open Cut)		
Group 1.....	\$ 18.72	22.75
Group 2.....	\$ 21.10	22.75
Group 3.....	\$ 24.81	22.75
Group 4.....	\$ 34.62	22.75
Group 5.....	\$ 34.78	22.75
Group 6.....	\$ 34.84	22.75
Group 7.....	\$ 38.88	22.75
Group 8.....	\$ 41.83	22.75
Group 9.....	\$ 42.50	22.75

LABORERS CLASSIFICATIONS [OPEN CUT]

GROUP 1: Yard Laborer

GROUP 2: Landscaper

GROUP 3: Flag Person

GROUP 4: Paving Laborer

GROUP 5: General Laborer on Surface; Top Man

GROUP 6: Mud Mixer

GROUP 7: Mucker; Form Stripper; Bottom Digger and Misc;  
Bottom Man and Welder on Surface

GROUP 8: Concrete Manhole Builder; Caisson Worker; Miner;  
Pipe Layer; Rock Driller and Joint Man; Timber Man and  
Concrete Brusher; Bracer in Trench Behind Machine & Tight  
Sheeting; Concrete Formsetter and Shoveler; Jackhammer  
Operator

GROUP 9: Blaster

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LABO0113-005 06/05/2023

SEWER, TUNNEL & UNDERGROUND

KENOSHA AND RACINE COUNTIES

	Rates	Fringes
Laborers:		
Group 1.....	\$ 25.71	22.75
Group 2.....	\$ 31.93	22.75
Group 3.....	\$ 36.33	22.75
Group 4.....	\$ 38.19	22.75

TUNNEL WORK UNDER COMPRESSED AIR: 0-15 lbs add \$1.00, 15-30  
lbs add \$2.00, over 30 lbs add \$3.00

LABORERS CLASSIFICATIONS

GROUP 1: Flagperson

GROUP 2: Top Man, General Laborer, Wellpoint Installation, Wire Mesh and Reinforcement, Concrete Worker, Form Stripper, Strike-off Work

GROUP 3: Machine and Equipment Operator, Sheeting, Form Setting, Patch Finisher, Bottom Man, Joint Sawyer, Gunnite Man, Manhole Builder, Welder-Torchman, Blaster, Caulker, Bracer, Bull Float, Conduit Worker, Mucker and Car Pusher, Raker and Luteman, Hydraulic Jacking of Shields, Shield Drivers, Mining Machine, Lock Tenders, Mucking Machine Operator, Motor Men & Gauge Tenders and operation of incidental Mechanical Equipment and all Power Driven Tools

GROUP 4: Pipelayer, Miner and Laser Operator

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LAB00113-008 06/05/2023

MILWAUKEE, OZAUKEE, WASHINGTON & WAUKESHA COUNTIES

	Rates	Fringes
Laborers: (Tunnel-Free Air)		
Group 1.....	\$ 24.81	22.75
Group 2.....	\$ 34.78	22.75
Group 3.....	\$ 34.84	22.75
Group 4.....	\$ 38.88	22.75
Group 5.....	\$ 39.02	22.75
Group 6.....	\$ 41.83	22.75
Group 7.....	\$ 42.50	22.75

LABORERS CLASSIFICATIONS [TUNNEL - FREE AIR]:

GROUP 1: Flagperson

GROUP 2: General Laborer on surface; Tower Man

GROUP 3: Saw Man; Top Man

GROUP 4: Form Stripper; Car Pusher

GROUP 5: Mucker; Dinkey; Welder (rate on surface)

GROUP 6: Concrete Manhole Builder; Mucking Machine; Miner; Mining Machine; Welder; Rock Driller; Concrete Buster; Jack Hammer Operator; Caisson Worker; Pipelayer and Joint Man; Bracerman

GROUP 7: Blaster

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\* LAB00113-009 06/05/2023

MILWAUKEE, OZAUKEE, WASHINGTON & WAUKESHA COUNTIES

	Rates	Fringes
Laborers: (Tunnel -		
*COMPRESSED AIR 0 - 15 lbs.)		
Group 1.....	\$ 24.81	22.75
Group 2.....	\$ 34.78	22.75
Group 3.....	\$ 39.44	22.75

Group 4.....	\$ 40.28	22.75
Group 5.....	\$ 40.41	22.75
Group 6.....	\$ 43.24	22.75
Group 7.....	\$ 43.89	22.75

LABORERS CLASSIFICATIONS [TUNNEL - COMPRESSED AIR]:

- \*Compressed Air 15 - 30 lbs add \$2.00 to all classifications
- \*Compressed Air over 30 lbs add \$3.00 to all classifications

GROUP 1: Flagperson

GROUP 2: General Laborer on surface

GROUP 3: Lock Tender on surface

GROUP 4: Form Stripper; Car Pusher

GROUP 5: Mucker; Dinkey

GROUP 6: Mucking Machine; Miner; Mining Machine; Welder & Rock Driller; Lock Tender in tunnel; Concrete Buster; Jack Hammer Operator; Caisson Worker; Pielayer and Joint Man; Bracerman; Nozzle Man on Gunite; Timber Man; Concrete Brusher

GROUP 7: Blaster

NOTE: Hazardous & Toxic Waste Removal: add \$0.15 per hour.

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LAB00140-005 06/05/2023

ADAMS, ASHLAND, BARRON, BROWN, BUFFALO, CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DODGE, DOOR, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IOWA, JACKSON, JEFFERSON, JUNEAU, LACROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE, POLK, PORTAGE, PRICE, RICHLAND, ROCK, RUSK, ST CROIX, SAUK, SAWYER, SHAWANO, SHEBOYGAN, TAYLOR, TREMPPEALEAU, VERNON, VILAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
LABORER (SEWER & WATER)		
Group 1.....	\$ 33.88	19.25
Group 2.....	\$ 35.73	19.25
Group 3.....	\$ 35.93	19.25
Group 4.....	\$ 36.68	19.25

FOR ALL TUNNEL WORK UNDER COMPRESSED AIR: 0-15 lbs add \$1.00, 15-30 lbs add \$2.00, over 30 lbs add \$3.00

LABORER CLASSIFICATIONS:

GROUP 1: Flagperson

GROUP 2: General Laborer, Wellpoint Installation; Form Stripper; Strike Off worker

GROUP 3: Sheeting Formsetting; Patch Finisher; Bottom Man;

Joint Sawyer; Gunnite Man; Manhole Builder; Welder;  
 Torchman; Blaster; Caulker Bracer; Bull Float; Mucker and  
 Car Pusher; Raker and Luteman; Hydraulic jacking of  
 shields, Shield Drivers; Mining Machine; Lock Tenders;  
 Mucking Machine Operators; Motor Men and Gauge Tenders;  
 Power Tool Operators

GROUP 4: Pipelayer, Miner, and Laser Operator

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 LAB00464-002 06/05/2023

DANE AND DOUGLAS COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 33.78	19.25
Group 2.....	\$ 35.98	19.25
Group 3.....	\$ 36.18	19.25
Group 4.....	\$ 36.93	19.25

FOR ALL TUNNEL WORK UNDER COMPRESSED AIR: 0 - 15 lbs add  
 \$1.00, 15- 30 lbs add \$2.00, over 30 lbs add \$3.00

LABORERS CLASSIFICATIONS:

GROUP 1: Flagperson

GROUP 2: General Laborer; Wellpoint Installation; Concrete  
 Worker; Form Stripper; Strike Off worker

GROUP 3: Sheeting Formsetting; Patch Finisher; Bottom Man;  
 Joint Sawyer; Gunnite Man; Manhole Builder; Welder;  
 Torchman; Blaster; Caulker Bracer; Bull Float; Mucker and  
 Car Pusher; Raker and Luteman; Hydraulic jacking of  
 shields, Shield Drivers; Mining Machine; Lock Tenders;  
 Mucking Machine Operators; Motor Men and Gauge Tenders;  
 Power Tool Operators

GROUP 4: Pipelayer, Miner, and Laser Operator

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 LAB01091-010 06/05/2023

BAYFIELD, BURNETT, IRON, SAWYER, AND WASHBURN COUNTIES

	Rates	Fringes
Laborers: (SEWER & WATER)		
Group 1.....	\$ 33.57	19.25
Group 2.....	\$ 35.63	19.25
Group 3.....	\$ 35.83	19.25
Group 4.....	\$ 36.58	19.25

FOR ALL TUNNEL WORK UNDER COMPRESSED AIR:  
 0 - 15 lbs add \$1.00, 15-30 lbs add \$2.00, over 30 lbs add  
 \$3.00

LABORERS CLASSIFICATIONS:

GROUP 1: Flagperson

GROUP 2: Laborers, Wellpoint Installation; Form Stripper; Strike Off worker

GROUP 3: Sheeting Formsetting; Patch Finisher; Bottom Man; Joint Sawyer; Gunnite Man; Manhole Builder; Welder; Torchman; Blaster; Caulker Bracer; Bull Float; Mucker and Car Pusher; Raker and Luteman; Hydraulic jacking of shields, Shield Drivers; Mining Machine; Lock Tenders; Mucking Machine Operators; Motor Men and Gauge Tenders; Power Tool Operators

GROUP 4: Pipelayer, Miner, and Laser Operator

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PLAS0599-010 06/01/2021

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
Area 1.....	\$ 42.06	20.87
Area 2 (BAC).....	\$ 37.73	23.80
Area 3.....	\$ 38.74	22.46
Area 4.....	\$ 38.59	22.66
Area 5.....	\$ 38.16	22.98
Area 6.....	\$ 34.94	26.36

AREA DESCRIPTIONS

AREA 1: BAYFIELD, DOUGLAS, PRICE, SAWYER, AND WASHBURN COUNTIES

AREA 2: ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

AREA 3: BUFFALO, CRAWFORD, EAU CLAIRE, JACKSON, JUNEAU, LA CROSSE MONROE, PEPIN, PIERCE, RICHLAND, TREMPLEAU, AND VERNON COUNTIES

AREA 4: MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

AREA 5: DANE, GRANT, GREEN, IOWA, LAFAYETTE, AND ROCK COUNTIES

AREA 6: KENOSHA AND RACINE COUNTIES

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TEAM0039-001 06/01/2021

	Rates	Fringes
TRUCK DRIVER		
1 & 2 Axles.....	\$ 32.57	23.81
3 or more Axles; Euclids, Dumpton & Articulated, Truck Mechanic.....	\$ 32.72	23.81
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WELL DRILLER.....	\$ 16.52	3.70
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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.

Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"

## **NOTICE TO BIDDERS WAGE RATE DECISION**

The wage rate decision of the Department of Labor which has been incorporated in these advertised specifications is incomplete in that the classifications may be omitted from the Department of Labor's decision.

Since the bidder is responsible, independently, for ascertaining area practice with respect to the necessity, or lack of necessity, for the use of these classifications in the prosecution of the work contemplated by this project, no inference may be drawn from the omission of these classifications concerning prevailing area practices relative to their use. Further, this omission will not, per se, be construed as establishing any governmental liability for increased labor cost if it is subsequently determined that such classifications are required.

There may be omissions and/or errors in the federal wage rates. The bidder is responsible for evaluating and determining the correct applicable rate.

If a project includes multiple types of construction (highway, bridge over navigable water, sanitary sewer and water main, building) and there is not a separate wage determination for this type of work included in the proposal, use the wage determination that is in the proposal.

If a project includes multiple types of construction, different wage rate determinations may be inserted into the contract (WI10/Highway = in all WisDOT highway contracts, WI15/Heavy = bridge over navigable water per USDOL and US Coast Guard designation, WI8/Heavy (Sewer & Water Line & Tunnel) = sanitary sewer and water main if the cost is more than 20% of the contract and/or at least \$1,000,000, and Building). If multiple wage rate determinations are inserted into the contract, use the classification in the wage determination for the work being done. Use WI15 wage rates when working on the bridge and/or structure from bank to bank. Use WI8 wage rates when working on any sanitary sewer or water main work. Use Building wage rates for all work done within the footprint of the building. Use WI10 wage rates for all other highway work in the contract and approaches to structures. For example, if a laborer is working within the footprint of a building, use the Laborer rate in the Building wage determination inserted in the contract. If a laborer is working on a bridge/structure within the banks, use the Laborer rate in the WI15/Heavy wage determination if inserted in the contract. If the laborer is working on the highway, use the Laborer rate in the WI10/Highway wage determination.



Proposal Schedule of Items

Proposal ID: 20230808002 Project(s): 5090-05-60, 5090-05-61, 5090-05-71, 5090-05-72

Federal ID(s): N/A, N/A, WISC 2023576, WISC 2023577

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0002	201.0220 Grubbing	426.000 ID	_____.	_____.
0004	204.0100 Removing Concrete Pavement	74,946.000 SY	_____.	_____.
0006	204.0110 Removing Asphaltic Surface	5,231.000 SY	_____.	_____.
0008	204.0115 Removing Asphaltic Surface Butt Joints	266.000 SY	_____.	_____.
0010	204.0150 Removing Curb & Gutter	1,893.000 LF	_____.	_____.
0012	204.0155 Removing Concrete Sidewalk	5,072.000 SY	_____.	_____.
0014	204.0165 Removing Guardrail	1,046.000 LF	_____.	_____.
0016	204.0185 Removing Masonry	29.000 CY	_____.	_____.
0018	204.0195 Removing Concrete Bases	29.000 EACH	_____.	_____.
0020	204.0210 Removing Manholes	34.000 EACH	_____.	_____.
0022	204.0220 Removing Inlets	114.000 EACH	_____.	_____.
0024	204.0245 Removing Storm Sewer (size) 01. 12-INCH	3,441.000 LF	_____.	_____.
0026	204.0245 Removing Storm Sewer (size) 02. 15-INCH	2,026.000 LF	_____.	_____.
0028	204.0245 Removing Storm Sewer (size) 03. 18-INCH	1,004.000 LF	_____.	_____.
0030	204.0245 Removing Storm Sewer (size) 04. 24-INCH	1,509.000 LF	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20230808002 Project(s): 5090-05-60, 5090-05-61, 5090-05-71, 5090-05-72

Federal ID(s): N/A, N/A, WISC 2023576, WISC 2023577

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0032	204.0245 Removing Storm Sewer (size) 05. 24X38-INCH	38.000 LF	_____.	_____.
0034	204.0245 Removing Storm Sewer (size) 06. 36-INCH	263.000 LF	_____.	_____.
0036	204.0245 Removing Storm Sewer (size) 07. 42-INCH	25.000 LF	_____.	_____.
0038	204.0245 Removing Storm Sewer (size) 08. 48-INCH	1,059.000 LF	_____.	_____.
0040	204.0280 Sealing Pipes	2.000 EACH	_____.	_____.
0042	204.9090.S Removing (item description) 01. Removing Railing	337.000 LF	_____.	_____.
0044	205.0100 Excavation Common	72,563.000 CY	_____.	_____.
0046	211.0101 Prepare Foundation for Asphaltic Paving (project) 01. 5090-05-60	1.000 EACH	_____.	_____.
0048	211.0101 Prepare Foundation for Asphaltic Paving (project) 02. 5090-05-71	1.000 EACH	_____.	_____.
0050	213.0100 Finishing Roadway (project) 01. 5090-05-60	1.000 EACH	_____.	_____.
0052	213.0100 Finishing Roadway (project) 02. 5090-05-71	1.000 EACH	_____.	_____.
0054	305.0110 Base Aggregate Dense 3/4-Inch	2,149.000 TON	_____.	_____.
0056	305.0120 Base Aggregate Dense 1 1/4-Inch	57,246.000 TON	_____.	_____.
0058	312.0110 Select Crushed Material	65,624.000 TON	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20230808002 Project(s): 5090-05-60, 5090-05-61, 5090-05-71, 5090-05-72

Federal ID(s): N/A, N/A, WISC 2023576, WISC 2023577

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0060	371.2000.S QMP Base Aggregate Dense 1 1/4-Inch Compaction	54.000 EACH	_____.	_____.
0062	416.0160 Concrete Driveway 6-Inch	819.000 SY	_____.	_____.
0064	416.0170 Concrete Driveway 7-Inch	1,898.000 SY	_____.	_____.
0066	416.1010 Concrete Surface Drains	1.000 CY	_____.	_____.
0068	450.4000 HMA Cold Weather Paving	2,425.000 TON	_____.	_____.
0070	455.0605 Tack Coat	7,181.000 GAL	_____.	_____.
0072	460.2000 Incentive Density HMA Pavement	14,390.000 DOL	1.00000	14,390.00
0074	460.6223 HMA Pavement 3 MT 58-28 S	10,276.000 TON	_____.	_____.
0076	460.6224 HMA Pavement 4 MT 58-28 S	6,840.000 TON	_____.	_____.
0078	460.6624 HMA Pavement 4 MT 58-28 V	7,237.000 TON	_____.	_____.
0080	465.0120 Asphaltic Surface Driveways and Field Entrances	198.000 TON	_____.	_____.
0082	465.0315 Asphaltic Flumes	12.000 SY	_____.	_____.
0084	520.8000 Concrete Collars for Pipe	2.000 EACH	_____.	_____.
0086	531.2030 Drilling Shaft 30-Inch	17.000 LF	_____.	_____.
0088	531.5110 Foundation Single-Shaft Type MC-I (structure) 01. S-56-0030	1.000 EACH	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20230808002 Project(s): 5090-05-60, 5090-05-61, 5090-05-71, 5090-05-72

Federal ID(s): N/A, N/A, WISC 2023576, WISC 2023577

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0090	532.5110 Monotube Cantilever Type I (structure) 01. S-56-0030	1.000 EACH	_____.	_____.
0092	601.0405 Concrete Curb & Gutter 18-Inch Type A	33.000 LF	_____.	_____.
0094	601.0407 Concrete Curb & Gutter 18-Inch Type D	817.000 LF	_____.	_____.
0096	601.0411 Concrete Curb & Gutter 30-Inch Type D	27,155.000 LF	_____.	_____.
0098	601.0600 Concrete Curb Pedestrian	89.000 LF	_____.	_____.
0100	602.0405 Concrete Sidewalk 4-Inch	35,133.000 SF	_____.	_____.
0102	602.0410 Concrete Sidewalk 5-Inch	17,514.000 SF	_____.	_____.
0104	602.0515 Curb Ramp Detectable Warning Field Natural Patina	1,532.000 SF	_____.	_____.
0106	602.0615 Curb Ramp Detectable Warning Field Radial Natural Patina	39.000 SF	_____.	_____.
0108	602.1500 Concrete Steps	16.000 SF	_____.	_____.
0110	606.0200 Riprap Medium	4.000 CY	_____.	_____.
0112	608.0312 Storm Sewer Pipe Reinforced Concrete Class III 12-Inch	5,027.000 LF	_____.	_____.
0114	608.0315 Storm Sewer Pipe Reinforced Concrete Class III 15-Inch	51.000 LF	_____.	_____.
0116	608.0318 Storm Sewer Pipe Reinforced Concrete Class III 18-Inch	992.000 LF	_____.	_____.





Proposal Schedule of Items

Proposal ID: 20230808002 Project(s): 5090-05-60, 5090-05-61, 5090-05-71, 5090-05-72

Federal ID(s): N/A, N/A, WISC 2023576, WISC 2023577

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0118	608.0324 Storm Sewer Pipe Reinforced Concrete Class III 24-Inch	4,116.000 LF	_____.	_____.
0120	608.0330 Storm Sewer Pipe Reinforced Concrete Class III 30-Inch	2,577.000 LF	_____.	_____.
0122	608.0336 Storm Sewer Pipe Reinforced Concrete Class III 36-Inch	724.000 LF	_____.	_____.
0124	608.0342 Storm Sewer Pipe Reinforced Concrete Class III 42-Inch	121.000 LF	_____.	_____.
0126	608.0348 Storm Sewer Pipe Reinforced Concrete Class III 48-Inch	760.000 LF	_____.	_____.
0128	608.0354 Storm Sewer Pipe Reinforced Concrete Class III 54-Inch	311.000 LF	_____.	_____.
0130	608.2324 Storm Sewer Pipe Reinforced Concrete Horizontal Elliptical Class HE-III 24x38-Inch	37.000 LF	_____.	_____.
0132	611.0530 Manhole Covers Type J	81.000 EACH	_____.	_____.
0134	611.0545 Manhole Covers Type L	2.000 EACH	_____.	_____.
0136	611.0612 Inlet Covers Type C	1.000 EACH	_____.	_____.
0138	611.0624 Inlet Covers Type H	195.000 EACH	_____.	_____.
0140	611.0666 Inlet Covers Type Z	7.000 EACH	_____.	_____.
0142	611.1005 Catch Basins 5-FT Diameter	9.000 EACH	_____.	_____.
0144	611.1006 Catch Basins 6-FT Diameter	6.000 EACH	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20230808002 Project(s): 5090-05-60, 5090-05-61, 5090-05-71, 5090-05-72

Federal ID(s): N/A, N/A, WISC 2023576, WISC 2023577

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0146	611.2003 Manholes 3-FT Diameter	1.000 EACH	_____.	_____.
0148	611.2004 Manholes 4-FT Diameter	18.000 EACH	_____.	_____.
0150	611.2005 Manholes 5-FT Diameter	31.000 EACH	_____.	_____.
0152	611.2006 Manholes 6-FT Diameter	18.000 EACH	_____.	_____.
0154	611.2007 Manholes 7-FT Diameter	11.000 EACH	_____.	_____.
0156	611.2008 Manholes 8-FT Diameter	4.000 EACH	_____.	_____.
0158	611.2010 Manholes 10-FT Diameter	1.000 EACH	_____.	_____.
0160	611.3003 Inlets 3-FT Diameter	7.000 EACH	_____.	_____.
0162	611.3004 Inlets 4-FT Diameter	14.000 EACH	_____.	_____.
0164	611.3230 Inlets 2x3-FT	177.000 EACH	_____.	_____.
0166	612.0106 Pipe Underdrain 6-Inch	10,525.000 LF	_____.	_____.
0168	614.2300 MGS Guardrail 3	963.000 LF	_____.	_____.
0170	614.2500 MGS Thrie Beam Transition	39.000 LF	_____.	_____.
0172	614.2610 MGS Guardrail Terminal EAT	1.000 EACH	_____.	_____.
0174	618.0100 Maintenance And Repair of Haul Roads (project) 01. 5090-05-60	1.000 EACH	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20230808002 Project(s): 5090-05-60, 5090-05-61, 5090-05-71, 5090-05-72

Federal ID(s): N/A, N/A, WISC 2023576, WISC 2023577

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0176	618.0100 Maintenance And Repair of Haul Roads (project) 02. 5090-05-71	1.000 EACH	_____.	_____.
0178	619.1000 Mobilization	1.000 EACH	_____.	_____.
0180	620.0300 Concrete Median Sloped Nose	345.000 SF	_____.	_____.
0182	623.0200 Dust Control Surface Treatment	90,284.000 SY	_____.	_____.
0184	624.0100 Water	935.000 MGAL	_____.	_____.
0186	625.0100 Topsoil	16,714.000 SY	_____.	_____.
0188	628.1504 Silt Fence	1,677.000 LF	_____.	_____.
0190	628.1520 Silt Fence Maintenance	1,677.000 LF	_____.	_____.
0192	628.1905 Mobilizations Erosion Control	25.000 EACH	_____.	_____.
0194	628.1910 Mobilizations Emergency Erosion Control	13.000 EACH	_____.	_____.
0196	628.2006 Erosion Mat Urban Class I Type A	19,898.000 SY	_____.	_____.
0198	628.7005 Inlet Protection Type A	355.000 EACH	_____.	_____.
0200	628.7015 Inlet Protection Type C	360.000 EACH	_____.	_____.
0202	628.7560 Tracking Pads	14.000 EACH	_____.	_____.
0204	628.7570 Rock Bags	68.000 EACH	_____.	_____.
0206	629.0210 Fertilizer Type B	11.000 CWT	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20230808002 Project(s): 5090-05-60, 5090-05-61, 5090-05-71, 5090-05-72

Federal ID(s): N/A, N/A, WISC 2023576, WISC 2023577

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0208	630.0140 Seeding Mixture No. 40	301.000 LB	_____.	_____.
0210	630.0200 Seeding Temporary	228.000 LB	_____.	_____.
0212	630.0500 Seed Water	94.000 MGAL	_____.	_____.
0214	634.0614 Posts Wood 4x6-Inch X 14-FT	84.000 EACH	_____.	_____.
0216	634.0616 Posts Wood 4x6-Inch X 16-FT	85.000 EACH	_____.	_____.
0218	634.0618 Posts Wood 4x6-Inch X 18-FT	9.000 EACH	_____.	_____.
0220	637.2210 Signs Type II Reflective H	1,411.580 SF	_____.	_____.
0222	638.2602 Removing Signs Type II	296.000 EACH	_____.	_____.
0224	638.3000 Removing Small Sign Supports	147.000 EACH	_____.	_____.
0226	643.0300 Traffic Control Drums	17,813.000 DAY	_____.	_____.
0228	643.0410 Traffic Control Barricades Type II	38,432.000 DAY	_____.	_____.
0230	643.0420 Traffic Control Barricades Type III	16,786.000 DAY	_____.	_____.
0232	643.0705 Traffic Control Warning Lights Type A	72,005.000 DAY	_____.	_____.
0234	643.0715 Traffic Control Warning Lights Type C	2,531.000 DAY	_____.	_____.
0236	643.0900 Traffic Control Signs	187,766.000 DAY	_____.	_____.
0238	643.0910 Traffic Control Covering Signs Type I	36.000 EACH	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20230808002 Project(s): 5090-05-60, 5090-05-61, 5090-05-71, 5090-05-72

Federal ID(s): N/A, N/A, WISC 2023576, WISC 2023577

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0240	643.0920 Traffic Control Covering Signs Type II	322.000 EACH	_____.	_____.
0242	643.1050 Traffic Control Signs PCMS	51.000 DAY	_____.	_____.
0244	643.3105 Temporary Marking Line Paint 4-Inch	29,225.000 LF	_____.	_____.
0246	643.3150 Temporary Marking Line Removable Tape 4-Inch	1,885.000 LF	_____.	_____.
0248	643.3205 Temporary Marking Line Paint 8-Inch	2,281.000 LF	_____.	_____.
0250	643.3250 Temporary Marking Line Removable Tape 8-Inch	609.000 LF	_____.	_____.
0252	643.3805 Temporary Marking Stop Line Paint 18-Inch	261.000 LF	_____.	_____.
0254	643.3905 Temporary Marking Diagonal Paint 12-Inch	553.000 LF	_____.	_____.
0256	643.5000 Traffic Control	1.000 EACH	_____.	_____.
0258	644.1410 Temporary Pedestrian Surface Asphalt	5,255.000 SF	_____.	_____.
0260	644.1430 Temporary Pedestrian Surface Plate	14,813.000 SF	_____.	_____.
0262	644.1601 Temporary Pedestrian Curb Ramp	6,051.000 DAY	_____.	_____.
0264	644.1605 Temporary Pedestrian Detectable Warning Field	653.000 SF	_____.	_____.
0266	644.1810 Temporary Pedestrian Barricade	22,947.000 LF	_____.	_____.
0268	645.0112 Geotextile Type DF Schedule B	5,847.000 SY	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20230808002 Project(s): 5090-05-60, 5090-05-61, 5090-05-71, 5090-05-72

Federal ID(s): N/A, N/A, WISC 2023576, WISC 2023577

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0270	645.0130 Geotextile Type R	10.000 SY	_____.	_____.
0272	645.0220 Geogrid Type SR	84,863.000 SY	_____.	_____.
0274	646.1020 Marking Line Epoxy 4-Inch	28,658.000 LF	_____.	_____.
0276	646.3020 Marking Line Epoxy 8-Inch	2,151.000 LF	_____.	_____.
0278	646.5020 Marking Arrow Epoxy	106.000 EACH	_____.	_____.
0280	646.5120 Marking Word Epoxy	7.000 EACH	_____.	_____.
0282	646.6120 Marking Stop Line Epoxy 18-Inch	245.000 LF	_____.	_____.
0284	646.6464 Cold Weather Marking Epoxy 4-Inch	12,399.000 LF	_____.	_____.
0286	646.6468 Cold Weather Marking Epoxy 8-Inch	860.000 LF	_____.	_____.
0288	646.7120 Marking Diagonal Epoxy 12-Inch	1,318.000 LF	_____.	_____.
0290	646.7520 Marking Crosswalk Epoxy Block Style 24-Inch	4,089.000 LF	_____.	_____.
0292	646.8220 Marking Island Nose Epoxy	12.000 EACH	_____.	_____.
0294	646.9010 Marking Removal Line Water Blasting 4-Inch	460.000 LF	_____.	_____.
0296	650.4000 Construction Staking Storm Sewer	297.000 EACH	_____.	_____.
0298	650.4500 Construction Staking Subgrade	15,847.000 LF	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20230808002 Project(s): 5090-05-60, 5090-05-61, 5090-05-71, 5090-05-72

Federal ID(s): N/A, N/A, WISC 2023576, WISC 2023577

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0300	650.5000 Construction Staking Base	15,847.000 LF	_____.	_____.
0302	650.5500 Construction Staking Curb Gutter and Curb & Gutter	28,061.000 LF	_____.	_____.
0304	650.6501 Construction Staking Structure Layout (structure) 01. STA. 63+23, RT	1.000 EACH	_____.	_____.
0306	650.6501 Construction Staking Structure Layout (structure) 02. STA. 65+68, RT	1.000 EACH	_____.	_____.
0308	650.8501 Construction Staking Electrical Installations (project) 01. 5090-05-60	1.000 EACH	_____.	_____.
0310	650.8501 Construction Staking Electrical Installations (project) 02. 5090-05-71	1.000 EACH	_____.	_____.
0312	650.9000 Construction Staking Curb Ramps	155.000 EACH	_____.	_____.
0314	650.9500 Construction Staking Sidewalk (project) 01. 5090-05-60	1.000 EACH	_____.	_____.
0316	650.9500 Construction Staking Sidewalk (project) 02. 5090-05-71	1.000 EACH	_____.	_____.
0318	650.9911 Construction Staking Supplemental Control (project) 01. 5090-05-60	1.000 EACH	_____.	_____.
0320	650.9911 Construction Staking Supplemental Control (project) 02. 5090-05-71	1.000 EACH	_____.	_____.
0322	650.9920 Construction Staking Slope Stakes	15,847.000 LF	_____.	_____.
0324	652.0225 Conduit Rigid Nonmetallic Schedule 40 2-Inch	17,309.000 LF	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20230808002 Project(s): 5090-05-60, 5090-05-61, 5090-05-71, 5090-05-72

Federal ID(s): N/A, N/A, WISC 2023576, WISC 2023577

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0326	652.0235 Conduit Rigid Nonmetallic Schedule 40 3-Inch	2,505.000 LF	_____.	_____.
0328	653.0164 Pull Boxes Non-Conductive 24x42-Inch	59.000 EACH	_____.	_____.
0330	653.0905 Removing Pull Boxes	22.000 EACH	_____.	_____.
0332	654.0101 Concrete Bases Type 1	17.000 EACH	_____.	_____.
0334	654.0102 Concrete Bases Type 2	6.000 EACH	_____.	_____.
0336	654.0105 Concrete Bases Type 5	96.000 EACH	_____.	_____.
0338	654.0110 Concrete Bases Type 10	8.000 EACH	_____.	_____.
0340	654.0217 Concrete Control Cabinet Bases Type 9 Special	3.000 EACH	_____.	_____.
0342	654.0224 Concrete Control Cabinet Bases Type L24	4.000 EACH	_____.	_____.
0344	655.0230 Cable Traffic Signal 5-14 AWG	894.000 LF	_____.	_____.
0346	655.0240 Cable Traffic Signal 7-14 AWG	1,593.000 LF	_____.	_____.
0348	655.0260 Cable Traffic Signal 12-14 AWG	3,119.000 LF	_____.	_____.
0350	655.0305 Cable Type UF 2-12 AWG Grounded	1,359.000 LF	_____.	_____.
0352	655.0510 Electrical Wire Traffic Signals 12 AWG	2,792.000 LF	_____.	_____.
0354	655.0610 Electrical Wire Lighting 12 AWG	21,972.000 LF	_____.	_____.





Proposal Schedule of Items

Proposal ID: 20230808002 Project(s): 5090-05-60, 5090-05-61, 5090-05-71, 5090-05-72

Federal ID(s): N/A, N/A, WISC 2023576, WISC 2023577

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0356	655.0615 Electrical Wire Lighting 10 AWG	2,334.000 LF	_____.	_____.
0358	655.0620 Electrical Wire Lighting 8 AWG	10,864.000 LF	_____.	_____.
0360	655.0625 Electrical Wire Lighting 6 AWG	45,060.000 LF	_____.	_____.
0362	655.0630 Electrical Wire Lighting 4 AWG	1,959.000 LF	_____.	_____.
0364	656.0201 Electrical Service Meter Breaker Pedestal (location) 01. STH 33 and Draper Street	1.000 EACH	_____.	_____.
0366	656.0201 Electrical Service Meter Breaker Pedestal (location) 02. STH 33 and Broadway	1.000 EACH	_____.	_____.
0368	656.0201 Electrical Service Meter Breaker Pedestal (location) 03. STH 33 and East Street	1.000 EACH	_____.	_____.
0370	656.0201 Electrical Service Meter Breaker Pedestal (location) 04. STH 33 and Cedar Street	1.000 EACH	_____.	_____.
0372	656.0201 Electrical Service Meter Breaker Pedestal (location) 05. LLC-A, LLC-B, and LLC-C	3.000 EACH	_____.	_____.
0374	657.0100 Pedestal Bases	11.000 EACH	_____.	_____.
0376	657.0255 Transformer Bases Breakaway 11 1/2-Inch Bolt Circle	103.000 EACH	_____.	_____.
0378	657.0315 Poles Type 4	6.000 EACH	_____.	_____.
0380	657.0321 Poles Type 5-Steel	1.000 EACH	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20230808002 Project(s): 5090-05-60, 5090-05-61, 5090-05-71, 5090-05-72

Federal ID(s): N/A, N/A, WISC 2023576, WISC 2023577

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0382	657.0322 Poles Type 5-Aluminum	79.000 EACH	_____.	_____.
0384	657.0345 Poles Type 9	1.000 EACH	_____.	_____.
0386	657.0346 Poles Type 9-Over Height	1.000 EACH	_____.	_____.
0388	657.0350 Poles Type 10	1.000 EACH	_____.	_____.
0390	657.0351 Poles Type 10-Over Height	5.000 EACH	_____.	_____.
0392	657.0420 Traffic Signal Standards Aluminum 13-FT	7.000 EACH	_____.	_____.
0394	657.0425 Traffic Signal Standards Aluminum 15-FT	3.000 EACH	_____.	_____.
0396	657.0430 Traffic Signal Standards Aluminum 10-FT	1.000 EACH	_____.	_____.
0398	657.0515 Monotube Arms 15-FT	2.000 EACH	_____.	_____.
0400	657.0520 Monotube Arms 20-FT	2.000 EACH	_____.	_____.
0402	657.0530 Monotube Arms 30-FT	4.000 EACH	_____.	_____.
0404	657.0605 Luminaire Arms Single Member 4 1/2-Inch Clamp 4-FT	16.000 EACH	_____.	_____.
0406	657.0610 Luminaire Arms Single Member 4 1/2-Inch Clamp 6-FT	79.000 EACH	_____.	_____.
0408	657.0614 Luminaire Arms Single Member 4-Inch Clamp 8-FT	6.000 EACH	_____.	_____.
0410	657.0615 Luminaire Arms Single Member 4 1/2-Inch Clamp 8-FT	1.000 EACH	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20230808002 Project(s): 5090-05-60, 5090-05-61, 5090-05-71, 5090-05-72

Federal ID(s): N/A, N/A, WISC 2023576, WISC 2023577

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0412	657.0808 Luminaire Arms Steel 8-FT	6.000 EACH	_____.	_____.
0414	658.0173 Traffic Signal Face 3S 12-Inch	30.000 EACH	_____.	_____.
0416	658.0174 Traffic Signal Face 4S 12-Inch	8.000 EACH	_____.	_____.
0418	658.0416 Pedestrian Signal Face 16-Inch	18.000 EACH	_____.	_____.
0420	658.0500 Pedestrian Push Buttons	18.000 EACH	_____.	_____.
0422	658.5070 Signal Mounting Hardware (location) 01. STH 33 and Draper Street	1.000 EACH	_____.	_____.
0424	658.5070 Signal Mounting Hardware (location) 02. STH 33 and Broadway Avenue	1.000 EACH	_____.	_____.
0426	658.5070 Signal Mounting Hardware (location) 03. STH 33 and East Avenue	1.000 EACH	_____.	_____.
0428	659.1120 Luminaires Utility LED B	16.000 EACH	_____.	_____.
0430	659.2124 Lighting Control Cabinets 120/240 24-Inch	4.000 EACH	_____.	_____.
0432	659.5000.S Lamp, Ballast, LED, Switch Disposal by Contractor	48.000 EACH	_____.	_____.
0434	671.0112 Conduit HDPE 1-Duct 2-Inch	5,100.000 LF	_____.	_____.
0436	673.0105 Communication Vault Type 1	7.000 EACH	_____.	_____.
0438	690.0150 Sawing Asphalt	3,146.000 LF	_____.	_____.
0440	690.0250 Sawing Concrete	4,547.000 LF	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20230808002 Project(s): 5090-05-60, 5090-05-61, 5090-05-71, 5090-05-72

Federal ID(s): N/A, N/A, WISC 2023576, WISC 2023577

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0442	740.0440 Incentive IRI Ride	9,870.000 DOL	1.00000	9,870.00
0444	ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR	3,000.000 HRS	5.00000	15,000.00
0446	ASP.1T0G On-the-Job Training Graduate at \$5.00/HR	2,175.000 HRS	5.00000	10,875.00
0448	SPV.0035 Special 01. Imported Granular Backfill (For Sanitary Sewer)	250.000 CY	_____.	_____.
0450	SPV.0035 Special 02. Imported Granular Backfill (For Water Main)	1,200.000 CY	_____.	_____.
0452	SPV.0060 Special 01. Remove Existing Valve Box	18.000 EACH	_____.	_____.
0454	SPV.0060 Special 02. Remove Existing Concrete Structure	2.000 EACH	_____.	_____.
0456	SPV.0060 Special 03. Remove Existing Hydrant	4.000 EACH	_____.	_____.
0458	SPV.0060 Special 04. Construction Staking Sanitary Sewer	1.000 EACH	_____.	_____.
0460	SPV.0060 Special 05. Construction Staking Water Main	1.000 EACH	_____.	_____.
0462	SPV.0060 Special 06. Sanitary Sewer Manhole	1.000 EACH	_____.	_____.
0464	SPV.0060 Special 07. Adjust Existing Sanitary Manhole	3.000 EACH	_____.	_____.
0466	SPV.0060 Special 08. Connect To Existing Sanitary Sewer Manhole	1.000 EACH	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20230808002 Project(s): 5090-05-60, 5090-05-61, 5090-05-71, 5090-05-72

Federal ID(s): N/A, N/A, WISC 2023576, WISC 2023577

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0468	SPV.0060 Special 09. Water Meter Structure With Bypass	1.000 EACH	_____.	_____.
0470	SPV.0060 Special 10. Adjust Existing Valve Box	1.000 EACH	_____.	_____.
0472	SPV.0060 Special 11. Plug 8-Inch	1.000 EACH	_____.	_____.
0474	SPV.0060 Special 12. Hydrant	7.000 EACH	_____.	_____.
0476	SPV.0060 Special 13. Valve & Box 10-Inch	9.000 EACH	_____.	_____.
0478	SPV.0060 Special 14. Valve & Box 8-Inch	10.000 EACH	_____.	_____.
0480	SPV.0060 Special 15. Valve & Box 6-Inch	7.000 EACH	_____.	_____.
0482	SPV.0060 Special 16. Tee 10-Inch X 8-Inch X 10-Inch	5.000 EACH	_____.	_____.
0484	SPV.0060 Special 17. Tee 10-Inch X 6-Inch X 10-Inch	4.000 EACH	_____.	_____.
0486	SPV.0060 Special 18. Tee 8-Inch X 8-Inch X 8-Inch	3.000 EACH	_____.	_____.
0488	SPV.0060 Special 19. Tee 8-Inch X 6-Inch X 8-Inch	3.000 EACH	_____.	_____.
0490	SPV.0060 Special 20. Bend 45 Degree 10-Inch	12.000 EACH	_____.	_____.
0492	SPV.0060 Special 21. Bend 90 Degree 8-Inch	4.000 EACH	_____.	_____.
0494	SPV.0060 Special 22. Bend 45 Degree 8-Inch	10.000 EACH	_____.	_____.
0496	SPV.0060 Special 23. Reducer 10-Inch X 8-Inch	2.000 EACH	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20230808002 Project(s): 5090-05-60, 5090-05-61, 5090-05-71, 5090-05-72

Federal ID(s): N/A, N/A, WISC 2023576, WISC 2023577

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0498	SPV.0060 Special 24. Reducer 8-Inch X 6-Inch	5.000 EACH	_____.	_____.
0500	SPV.0060 Special 25. Sanitary Sewer Wye 8-Inch X 6-Inch W/Tracer Wire & Terminal Box	5.000 EACH	_____.	_____.
0502	SPV.0060 Special 26. Corporation, Curb Stop, Box, & Reconnect 2-Inch	2.000 EACH	_____.	_____.
0504	SPV.0060 Special 27. Corporation, Curb Stop, Box, & Reconnect 1-Inch	37.000 EACH	_____.	_____.
0506	SPV.0060 Special 28. Connect To Existing Water Main	6.000 EACH	_____.	_____.
0508	SPV.0060 Special 29. Abandon Existing Water Main	5.000 EACH	_____.	_____.
0510	SPV.0060 Special 30. Poles Type 5M- Aluminum	16.000 EACH	_____.	_____.
0512	SPV.0060 Special 31. Festoon Receptacle and 45-Foot of 12 AWG Wire	16.000 EACH	_____.	_____.
0514	SPV.0060 Special 32. Banner Arm	32.000 EACH	_____.	_____.
0516	SPV.0060 Special 33. Flag Holder	16.000 EACH	_____.	_____.
0518	SPV.0060 Special 34. Planter Bracket	16.000 EACH	_____.	_____.
0520	SPV.0060 Special 37. Abandon Existing Water Service, City	17.000 EACH	_____.	_____.
0522	SPV.0060 Special 38. Abandon Existing Sanitary Service, City	31.000 EACH	_____.	_____.
0524	SPV.0060 Special 39. Gate Valve and Box 4-Inch, City	1.000 EACH	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20230808002 Project(s): 5090-05-60, 5090-05-61, 5090-05-71, 5090-05-72

Federal ID(s): N/A, N/A, WISC 2023576, WISC 2023577

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0526	SPV.0060 Special 40. Gate Valve and Box 6-Inch, City	32.000 EACH	_____.	_____.
0528	SPV.0060 Special 41. Gate Valve and Box 8-Inch, City	44.000 EACH	_____.	_____.
0530	SPV.0060 Special 42. Gate Valve and Box 10-Inch, City	15.000 EACH	_____.	_____.
0532	SPV.0060 Special 43. Gate Valve and Box 12-Inch, City	2.000 EACH	_____.	_____.
0534	SPV.0060 Special 44. Hydrant, City	29.000 EACH	_____.	_____.
0536	SPV.0060 Special 45. Curb Stop & Box 1-Inch, City	148.000 EACH	_____.	_____.
0538	SPV.0060 Special 46. Curb Stop & Box 2-Inch, City	8.000 EACH	_____.	_____.
0540	SPV.0060 Special 47. Corporation 1-Inch, City	148.000 EACH	_____.	_____.
0542	SPV.0060 Special 48. Corporation 2-Inch, City	8.000 EACH	_____.	_____.
0544	SPV.0060 Special 49. Connect to Existing Water Service, City	156.000 EACH	_____.	_____.
0546	SPV.0060 Special 50. Connect to Existing Water Main, Temporary, City	3.000 EACH	_____.	_____.
0548	SPV.0060 Special 51. Connect to Existing Water Main, City	26.000 EACH	_____.	_____.
0550	SPV.0060 Special 52. Lower Water Main, City	12.000 EACH	_____.	_____.
0552	SPV.0060 Special 53. Remove Hydrant, City	23.000 EACH	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20230808002 Project(s): 5090-05-60, 5090-05-61, 5090-05-71, 5090-05-72

Federal ID(s): N/A, N/A, WISC 2023576, WISC 2023577

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0554	SPV.0060 Special 54. Abandon Existing Water System, City	1.000 EACH	_____.	_____.
0556	SPV.0060 Special 55. Construction Staking Water Main, City	1.000 EACH	_____.	_____.
0558	SPV.0060 Special 56. Remove Sanitary Manholes, City	37.000 EACH	_____.	_____.
0560	SPV.0060 Special 57. Replace Sanitary Service Wye, 8-Inch x 4-Inch, City	2.000 EACH	_____.	_____.
0562	SPV.0060 Special 58. Sanitary Manholes 4-FT Diameter, City	40.000 EACH	_____.	_____.
0564	SPV.0060 Special 59. Sanitary Manholes 5-FT Diameter, City	2.000 EACH	_____.	_____.
0566	SPV.0060 Special 60. Sanitary Manhole Outside Drop Section, City	5.000 EACH	_____.	_____.
0568	SPV.0060 Special 61. Connect to Existing Sanitary Structure, City	6.000 EACH	_____.	_____.
0570	SPV.0060 Special 62. Connect to Existing Sanitary Sewer, City	25.000 EACH	_____.	_____.
0572	SPV.0060 Special 63. Connect to Existing Sanitary Sewer Service, City	149.000 EACH	_____.	_____.
0574	SPV.0060 Special 64. Sanitary Service Wye, 8-Inch x 4-Inch, City	93.000 EACH	_____.	_____.
0576	SPV.0060 Special 65. Sanitary Service Wye, 8-Inch x 6-Inch, City	12.000 EACH	_____.	_____.
0578	SPV.0060 Special 66. Sanitary Service Wye, 8-Inch x 8-Inch, City	1.000 EACH	_____.	_____.





Proposal Schedule of Items

Proposal ID: 20230808002 Project(s): 5090-05-60, 5090-05-61, 5090-05-71, 5090-05-72

Federal ID(s): N/A, N/A, WISC 2023576, WISC 2023577

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0580	SPV.0060 Special 67. Sanitary Service Wye, 10-Inch x 4-Inch, City	12.000 EACH	_____.	_____.
0582	SPV.0060 Special 68. Sanitary Service Wye, 12-Inch x 4-Inch, City	27.000 EACH	_____.	_____.
0584	SPV.0060 Special 69. Sanitary Service Wye, 12-Inch x 6-Inch, City	1.000 EACH	_____.	_____.
0586	SPV.0060 Special 70. Salvaged Manhole Covers, City	1.000 EACH	_____.	_____.
0588	SPV.0060 Special 71. Abandon Existing Sewer System, City	1.000 EACH	_____.	_____.
0590	SPV.0060 Special 72. Construction Staking Sanitary Sewer, City	1.000 EACH	_____.	_____.
0592	SPV.0060 Special 73. Remove, Disassemble, and Salvage Traffic Signals, STH 33 & Draper Street	1.000 EACH	_____.	_____.
0594	SPV.0060 Special 74. Remove, Disassemble, and Salvage Traffic Signals, STH 33 & Broadway	1.000 EACH	_____.	_____.
0596	SPV.0060 Special 75. Remove, Disassemble, and Salvage Traffic Signals, STH 33 & East Street	1.000 EACH	_____.	_____.
0598	SPV.0060 Special 76. Furnish and Install Traffic Signal Cabinet and Controller, STH 33 & Draper	1.000 EACH	_____.	_____.
0600	SPV.0060 Special 77. Furnish and Install Traffic Signal Cabinet and Controller, STH 33 & Broadway	1.000 EACH	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20230808002 Project(s): 5090-05-60, 5090-05-61, 5090-05-71, 5090-05-72

Federal ID(s): N/A, N/A, WISC 2023576, WISC 2023577

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0602	SPV.0060 Special 78. Furnish and Install Traffic Signal Cabinet and Controller, STH 33 & East	1.000 EACH	_____.	_____.
0604	SPV.0060 Special 79. Furnish and Install Video Vehicle Detection System, STH 33 & Draper Street	1.000 EACH	_____.	_____.
0606	SPV.0060 Special 80. Furnish and Install Video Vehicle Detection System, STH 33 & Broadway	1.000 EACH	_____.	_____.
0608	SPV.0060 Special 81. Furnish and Install Video Vehicle Detection System, STH 33 & East Street	1.000 EACH	_____.	_____.
0610	SPV.0060 Special 90. Storm Sewer Tap	2.000 EACH	_____.	_____.
0612	SPV.0060 Special 91. Inlet Covers Type H-D	11.000 EACH	_____.	_____.
0614	SPV.0060 Special 92. Remove and Reinstall Existing Rectangular Rapid Flashing Beacon	6.000 EACH	_____.	_____.
0616	SPV.0060 Special 93. Remove and Repair Existing Stone Retaining Wall	1.000 EACH	_____.	_____.
0618	SPV.0060 Special 94. Wall Pier Connection	2.000 EACH	_____.	_____.
0620	SPV.0060 Special 95. Adjusting Manhole Covers	122.000 EACH	_____.	_____.
0622	SPV.0060 Special 96. Field Facilities Office Space	1.000 EACH	_____.	_____.
0624	SPV.0060 Special 97. LED Luminaire	90.000 EACH	_____.	_____.
0626	SPV.0085 Special 01. Water Main Fittings, City	9,322.000 LB	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20230808002 Project(s): 5090-05-60, 5090-05-61, 5090-05-71, 5090-05-72

Federal ID(s): N/A, N/A, WISC 2023576, WISC 2023577

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0628	SPV.0090 Special 01. Remove Existing Water Main	140.000 LF	_____.	_____.
0630	SPV.0090 Special 02. Sanitary Sewer Pipe PVC 8-Inch	224.000 LF	_____.	_____.
0632	SPV.0090 Special 03. Water Main Ductile Iron 10-Inch	2,167.000 LF	_____.	_____.
0634	SPV.0090 Special 04. Water Main Ductile Iron 8-Inch	668.000 LF	_____.	_____.
0636	SPV.0090 Special 05. Water Main Ductile Iron 6-Inch	189.000 LF	_____.	_____.
0638	SPV.0090 Special 06. Sanitary Sewer Lateral PVC 6-Inch	100.000 LF	_____.	_____.
0640	SPV.0090 Special 07. Water Service Copper 2-Inch	80.000 LF	_____.	_____.
0642	SPV.0090 Special 08. Water Service Copper 1-Inch	1,263.000 LF	_____.	_____.
0644	SPV.0090 Special 20. Water Main 4-Inch, City	51.000 LF	_____.	_____.
0646	SPV.0090 Special 21. Water Main 6-Inch, City	680.000 LF	_____.	_____.
0648	SPV.0090 Special 22. Water Main 8-Inch, City	9,089.000 LF	_____.	_____.
0650	SPV.0090 Special 23. Water Main 10-Inch, City	2,535.000 LF	_____.	_____.
0652	SPV.0090 Special 24. Water Main 12-Inch, City	107.000 LF	_____.	_____.
0654	SPV.0090 Special 25. Water Service Copper Type K, 1-Inch, City	4,742.000 LF	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20230808002 Project(s): 5090-05-60, 5090-05-61, 5090-05-71, 5090-05-72

Federal ID(s): N/A, N/A, WISC 2023576, WISC 2023577

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0656	SPV.0090 Special 26. Water Service Copper Type K, 2-Inch, City	211.000 LF	_____.	_____.
0658	SPV.0090 Special 27. Sanitary Sewer PVC 6-Inch, City	5.000 LF	_____.	_____.
0660	SPV.0090 Special 28. Sanitary Sewer PVC 8-Inch, City	5,705.000 LF	_____.	_____.
0662	SPV.0090 Special 29. Sanitary Sewer PVC 10-Inch, City	819.000 LF	_____.	_____.
0664	SPV.0090 Special 30. Sanitary Sewer PVC 12-Inch, City	1,540.000 LF	_____.	_____.
0666	SPV.0090 Special 31. Sanitary Service PVC 4-Inch, City	4,486.000 LF	_____.	_____.
0668	SPV.0090 Special 32. Sanitary Service PVC 6-Inch, City	469.000 LF	_____.	_____.
0670	SPV.0090 Special 33. Sanitary Service PVC 8-Inch, City	30.000 LF	_____.	_____.
0672	SPV.0165 Special 01. Rigid Insulation, 4-FT X 8-FT X 2-Inch	1,000.000 SF	_____.	_____.
0674	SPV.0165 Special 10. Insulation, City	2,176.000 SF	_____.	_____.
0676	SPV.0165 Special 20. Wall Modular Block Gravity Landscape (STA. 63+23, RT)	125.000 SF	_____.	_____.
0678	SPV.0165 Special 21. Wall Modular Block Gravity Landscape (STA. 65+68, RT)	45.000 SF	_____.	_____.
<b>Section: 0001</b>			<b>Total:</b>	_____.
			<b>Total Bid:</b>	_____.

**PLEASE ATTACH ADDENDA HERE**





## Wisconsin Department of Transportation

---

July 31, 2023

**Division of Transportation Systems  
Development**

Bureau of Project Development  
4822 Madison Yards Way, 4<sup>th</sup> Floor South  
Madison, WI 53705

Telephone: (608) 266-1631  
Facsimile (FAX): (608) 266-8459

### **NOTICE TO ALL CONTRACTORS:**

#### **Federal Wage Rate Addendum #01**

#### **Letting of August 8, 2023**

Attached is a copy of the revised WI 10 Highway Davis Bacon Prevailing Wage Rates that are included in proposals 01 – 08, 11, and 12: WI 8 Heavy (Sewer & Water Line & Tunnel) Davis Bacon Prevailing Wage Rates that are included in proposal 02. These wage rates are effective for all proposals they are included in in the August 8, 2023 letting. The updated wage rates are dated July 28, 2023 (WI 10) and July 7, 2023 (WI 8) and are effective on or after August 7, 2023 (WI 10) and July 17, 2023 (WI 8).

The responsibility for notifying potential subcontractors and suppliers of these changes remains with the prime contractors.

Sincerely,

*Mike Coleman*

Proposal Development Specialist  
Proposal Management Section

"General Decision Number: WI20230010 07/28/2023

Superseded General Decision Number: WI20220010

State: Wisconsin

Construction Type: Highway

Counties: Wisconsin Statewide.

HIGHWAY, AIRPORT RUNWAY & TAXIWAY CONSTRUCTION PROJECTS (does not include bridges over navigable waters; tunnels; buildings in highway rest areas; and railroad construction)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

<p>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:</p>	<ul style="list-style-type: none"> <li>. Executive Order 14026 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.</li> </ul>
<p>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:</p>	<ul style="list-style-type: none"> <li>. Executive Order 13658 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.</li> </ul>

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number      Publication Date  
0                              01/06/2023



1	01/13/2023
2	01/20/2023
3	03/31/2023
4	04/07/2023
5	05/26/2023
6	06/02/2023
7	06/16/2023
8	06/23/2023
9	07/07/2023
10	07/14/2023
11	07/28/2023

BRWI0001-002 06/01/2022

CRAWFORD, JACKSON, JUNEAU, LA CROSSE, MONROE, TREMPPEALEAU, AND VERNON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 37.96	25.13

-----  
BRWI0002-002 06/01/2022

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 45.87	23.91

-----  
BRWI0002-005 06/01/2022

ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 38.81	23.94

-----  
BRWI0003-002 06/01/2021

BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, AND OCONTO COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 37.03	24.95

-----  
BRWI0004-002 06/01/2022

KENOSHA, RACINE, AND WALWORTH COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 42.53	26.01

-----  
BRWI0006-002 06/01/2022

ADAMS, CLARK, FOREST, LANGLADE, LINCOLN, MARATHON, MENOMINEE, ONEIDA, PORTAGE, PRICE, TAYLOR, VILAS AND WOOD COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 38.26	24.83

-----  
BRWI0007-002 06/01/2022

GREEN, LAFAYETTE, AND ROCK COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 39.26	25.52

-----  
BRWI0008-002 06/01/2022

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 44.08	24.42

-----  
BRWI0011-002 06/01/2022

CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 38.00	25.09

-----  
BRWI0019-002 06/01/2022

BARRON, BUFFALO, BURNETT, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN, PIERCE, POLK, RUSK, ST. CROIX, SAWYER AND WASHBURN COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 37.36	25.73

-----  
BRWI0034-002 06/01/2022

COLUMBIA AND SAUK COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 39.56	25.22

-----  
CARP0068-011 05/02/2022

BURNETT (W. of Hwy 48), PIERCE (W. of Hwy 29), POLK (W. of Hwys 35, 48 & 65), AND ST. CROIX (W. of Hwy 65) COUNTIES

	Rates	Fringes
Carpenter & Piledrivermen.....	\$ 41.19	27.05

-----  
CARP0264-003 06/01/2016

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WAUKESHA, AND WASHINGTON COUNTIES

Rates	Fringes
-------	---------

CARPENTER.....\$ 35.78 22.11

-----  
CARP0310-002 06/05/2022

Ashland, Bayfield, Forest, Iron, Langlade, Lincoln, Marathon,  
Oneida, Shawano, Taylor and Vilas

Rates Fringes

CARPENTER.....\$ 36.80 26.12  
Piledriver.....\$ 37.37 25.96

-----  
CARP0314-001 06/05/2022

Columbia, Dane, Dodge, Grant, Green, Iowa, Jefferson,  
Lafayette, Richland, Rock, Sauk and Walworth

Rates Fringes

CARPENTER.....\$ 36.80 26.12  
Piledriver.....\$ 37.37 25.96

-----  
CARP0361-004 05/01/2018

BAYFIELD (West of Hwy 63) AND DOUGLAS COUNTIES

Rates Fringes

CARPENTER.....\$ 36.15 20.43

-----  
CARP0731-002 06/05/2022

Calumet (Eastern portion of the County), Fond Du Lac, Manitowoc  
and Sheboygan

Rates Fringes

CARPENTER.....\$ 36.80 26.12  
Piledriver.....\$ 37.37 25.96

-----  
CARP0804-001 06/05/2022

Adams, Juneau, Portage and Wood

Rates Fringes

CARPENTER.....\$ 36.80 26.12  
Piledriver.....\$ 37.37 25.96

-----  
CARP0955-002 06/01/2022

Calumet (western portion of County), Fond Du Lac, Green Lake,  
Marquette, Outagamie and Winnebago

Rates Fringes

CARPENTER.....\$ 36.80 26.12  
PILEDRIVER.....\$ 37.37 25.96

-----  
CARP1056-002 06/05/2022

	Rates	Fringes
MILLWRIGHT.....	\$ 38.00	26.78
-----		
CARP1074-002 06/01/2022		

Barron, Burnett, Chippewa, Clark, Dunn, Eau Claire, Pepin, Pierce, Polk, Rusk, Sawyer, St. Croix and Washburn

	Rates	Fringes
CARPENTER.....	\$ 36.80	26.12
PILEDRIVER.....	\$ 37.37	25.96
-----		
CARP1143-002 06/01/2022		

Crawford, Jackson, La Crosse, Monroe, Trempealeau and Vernon

	Rates	Fringes
CARPENTER.....	\$ 36.80	26.12
PILEDRIVER.....	\$ 37.37	25.96
-----		
CARP1146-002 06/01/2022		

Brown, Door, Florence, Kewaunee, Marinette, Menominee and Shawano

	Rates	Fringes
CARPENTER.....	\$ 36.80	26.12
PILEDRIVER.....	\$ 37.37	25.96
-----		
CARP2337-001 06/01/2016		

ZONE A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON

ZONE B: KENOSHA & RACINE

	Rates	Fringes
PILEDRIVERMAN		
Zone A.....	\$ 31.03	22.69
Zone B.....	\$ 31.03	22.69
-----		
ELEC0014-002 12/25/2022		

ASHLAND, BARRON, BAYFIELD, BUFFALO, BURNETT, CHIPPEWA, CLARK (except Maryville, Colby, Unity, Sherman, Fremont, Lynn & Sherwood), CRAWFORD, DUNN, EAU CLAIRE, GRANT, IRON, JACKSON, LA CROSSE, MONROE, PEPIN, PIERCE, POLK, PRICE, RICHLAND, RUSK, ST CROIX, SAWYER, TAYLOR, TREMPLEALEAU, VERNON, AND WASHBURN COUNTIES

	Rates	Fringes
Electricians:.....	\$ 39.25	22.34
-----		
ELEC0014-007 05/29/2022		

REMAINING COUNTIES

	Rates	Fringes
Teledata System Installer		
Installer/Technician.....	\$ 29.63	3%+16.18

Low voltage construction, installation, maintenance and removal of teledata facilities (voice, data, and video) including outside plant, telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area networks), LAN (local area networks), and ISDN (integrated systems digital network).

-----  
 ELEC0127-002 06/01/2021

KENOSHA COUNTY

	Rates	Fringes
Electricians:.....	\$ 43.16	30%+12.70

-----  
 ELEC0158-002 05/30/2021

BROWN, DOOR, KEWAUNEE, MANITOWOC (except Schleswig), MARINETTE (Wausaukee and area South thereof), OCONTO, MENOMINEE (East of a line 6 miles West of the West boundary of Oconto County), SHAWANO (Except Area North of Townships of Aniwa and Hutchins) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 36.14	29.75%+10.26

-----  
 ELEC0159-003 05/30/2021

COLUMBIA, DANE, DODGE (Area West of Hwy 26, except Chester and Emmet Townships), GREEN, LAKE (except Townships of Berlin, Seneca, and St. Marie), IOWA, MARQUETTE (except Townships of Neshkoka, Crystal Lake, Newton, and Springfield), and SAUK COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 43.38	23.13

-----  
 ELEC0219-004 06/01/2019

FLORENCE COUNTY (Townships of Aurora, Commonwealth, Fern, Florence and Homestead) AND MARINETTE COUNTY (Township of Niagara)

	Rates	Fringes
Electricians:		
Electrical contracts over \$180,000.....	\$ 33.94	21.80
Electrical contracts under \$180,000.....	\$ 31.75	21.73

ELEC0242-005 05/30/2021

DOUGLAS COUNTY

	Rates	Fringes
Electricians:.....	\$ 41.37	69.25%
-----		
ELEC0388-002 05/30/2021		

ADAMS, CLARK (Colby, Freemont, Lynn, Mayville, Sherman, Sherwood, Unity), FOREST, JUNEAU, LANGLADE, LINCOLN, MARATHON, MARINETTE (Beecher, Dunbar, Goodman & Pembine), MENOMINEE (Area West of a line 6 miles West of the West boundary of Oconto County), ONEIDA, PORTAGE, SHAWANO (Aniwa and Hutchins), VILAS AND WOOD COUNTIES

	Rates	Fringes
Electricians:.....	\$ 36.22	26%+11.24
-----		
ELEC0430-002 06/01/2023		

RACINE COUNTY (Except Burlington Township)

	Rates	Fringes
Electricians:.....	\$ 46.70	25.02
-----		
ELEC0494-005 06/01/2022		

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Electricians:.....	\$ 46.38	25.86
-----		
ELEC0494-006 06/01/2021		

CALUMET (Township of New Holstein), DODGE (East of Hwy 26 including Chester Township), FOND DU LAC, MANITOWOC (Schleswig), and SHEBOYGAN COUNTIES

	Rates	Fringes
Electricians:.....	\$ 37.91	22.74
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ELEC0494-013 05/29/2022		

DODGE (East of Hwy 26 including Chester Twp, excluding Emmet Twp), FOND DU LAC (Except Waupun), MILWAUKEE, OZAUKEE, MANITOWOC (Schleswig), WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 22.39	18.80
Technician.....	\$ 33.19	21.12

Installation, testing, maintenance, operation and servicing of all sound, intercom, telephone interconnect, closed circuit TV systems, radio systems, background music

systems, language laboratories, electronic carillon, antenna distribution systems, clock and program systems and low-voltage systems such as visual nurse call, audio/visual nurse call systems, doctors entrance register systems. Includes all wire and cable carrying audio, visual, data, light and radio frequency signals. Includes the installation of conduit, wiremold, or raceways in existing structures that have been occupied for six months or more where required for the protection of the wire or cable, but does not mean a complete conduit or raceway system. work covered does not include the installation of conduit, wiremold or any raceways in any new construction, or the installation of power supply outlets by means of which external electric power is supplied to any of the foregoing equipment or products

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 ELEC0577-003 06/01/2022

CALUMET (except Township of New Holstein), GREEN LAKE (N. part including Townships of Berlin, St Marie, and Seneca), MARQUETTE (N. part including Townships of Crystal Lake, Neshkoro, Newton, and Springfield), OUTAGAMIE, WAUPACA, WAUSHARA, AND WINNEBAGO COUNTIES

	Rates	Fringes
Electricians:.....	\$ 37.41	29.50%+10.00

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 ELEC0890-003 06/01/2022

DODGE (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE, RACINE (Burlington Township), ROCK AND WALWORTH COUNTIES

	Rates	Fringes
Electricians:.....	\$ 40.70	25.95%+11.26

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 ELEC0953-001 06/02/2019

	Rates	Fringes
Line Construction:		
(1) Lineman.....	\$ 47.53	21.43
(2) Heavy Equipment Operator.....	\$ 42.78	19.80
(3) Equipment Operator.....	\$ 38.02	18.40
(4) Heavy Groundman Driver..	\$ 33.27	16.88
(5) Light Groundman Driver..	\$ 30.89	16.11
(6) Groundsman.....	\$ 26.14	14.60

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 ENGI0139-005 06/01/2023

	Rates	Fringes
Power Equipment Operator		
Group 1.....	\$ 43.77	27.40
Group 2.....	\$ 43.27	27.40
Group 3.....	\$ 42.77	27.40
Group 4.....	\$ 42.51	27.40
Group 5.....	\$ 42.22	27.40
Group 6.....	\$ 36.32	27.40

## HAZARDOUS WASTE PREMIUMS:

EPA Level "A" protection - \$3.00 per hour  
 EPA Level "B" protection - \$2.00 per hour  
 EPA Level "C" protection - \$1.00 per hour

## POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, tower cranes, and derricks with or without attachments with a lifting capacity of over 100 tons; or cranes, tower cranes, and derricks with boom, leads and/or jib lengths measuring 176 feet or longer.

GROUP 2: Cranes, tower cranes and derricks with or without attachments with a lifting capacity of 100 tons or less; or cranes, tower cranes, and derricks with boom, leads, and/or jibs lengths measuring 175 feet or under and Backhoes (excavators) weighing 130,000 lbs and over; caisson rigs; pile driver; dredge operator; dredge engineer; Boat Pilot.

GROUP 3: Mechanic or welder - Heavy duty equipment; cranes with a lifting capacity of 25 tons or under; concrete breaker (manual or remote); vibratory/sonic concrete breaker; concrete laser screed; concrete slipform paver; concrete batch plant operator; concrete pvt. spreader - heavy duty (rubber tired); concrete spreader & distributor; automatic subgrader (concrete); concrete grinder & planing machine; concrete slipform curb & gutter machine; slipform concrete placer; tube finisher; hydro blaster (10,000 psi & over); bridge paver; concrete conveyor system; concrete pump; Rotec type Conveyor; stabilizing mixer (self-propelled); shoulder widener; asphalt plant engineer; bituminous paver; bump cutter & grooving machine; milling machine; screed (bituminous paver); asphalt heater, planer & scarifier; Backhoes (excavators) weighing under 130,000 lbs; grader or motor patrol; tractor (scraper, dozer, pusher, loader); scraper - rubber tired (single or twin engine); endloader; hydraulic backhoe (tractor type); trenching machine; skid rigs; tractor, side boom (heavy); drilling or boring machine (mechanical heavy); roller over 5 tons; percussion or rotary drilling machine; air track; blaster; loading machine (conveyor); tugger; boatmen; winches & A-frames; post driver; material hoist.

GROUP 4: Greaser, roller steel (5 tons or less); roller (pneumatic tired) - self propelled; tractor (mounted or towed compactors & light equipment); shouldering machine; self-propelled chip spreader; concrete spreader; finishing machine; mechanical float; curing machine; power subgrader; joint sawer (multiple blade) belting machine; burlap machine; texturing machine; tractor endloader (rubber tired) - light; jeep digger; forklift; mulcher; launch operator; fireman, environmental burner

GROUP 5: Air compressor; power pack; vibrator hammer and extractor; heavy equipment, leadman; tank car heaters; stump chipper; curb machine operator; Concrete proportioning plants; generators; mudjack operator; rock breaker; crusher or screening plant; screed (milling machine); automatic belt conveyor and surge bin; pug mill operator; Oiler, pump (over 3 inches); Drilling Machine Tender, day light machine

GROUP 6: Off-road material hauler with or without ejector.



IRON0008-002 06/01/2023

BROWN, CALUMET, DOOR, FOND DU LAC, KEWAUNEE, MANITOWOC, MARINETTE, OCONTO, OUTAGAMI, SHAWANO, SHEBOYGAN, AND WINNEBAGO COUNTIES:

	Rates	Fringes
IRONWORKER.....	\$ 43.40	30.67

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

IRON0008-003 06/01/2023

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WALWORTH (N.E. 2/3), WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 41.73	30.67

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

IRON0383-001 06/01/2023

ADAMS, COLUMBIA, CRAWFORD, DANE, DODGE, FLORENCE, FOREST, GRANT, GREENE, (Excluding S.E. tip), GREEN LAKE, IOWA, JEFFERSON, JUNEAU, LA CROSSE, LAFAYETTE, LANGLADE, MARATHON, MARQUETTE, MENOMINEE, MONROE, PORTAGE, RICHLAND, ROCK (Northern area, vicinity of Edgerton and Milton), SAUK, VERNON, WAUPACA, WAUSHARA, AND WOOD COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 41.00	30.13

IRON0498-005 06/01/2021

GREEN (S.E. 1/3), ROCK (South of Edgerton and Milton), and WALWORTH (S.W. 1/3) COUNTIES:

	Rates	Fringes
IRONWORKER.....	\$ 41.37	44.41

IRON0512-008 05/01/2022

BARRON, BUFFALO, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, JACKSON, PEPIN, PIERCE, POLK, RUSK, ST CROIX, TAYLOR, AND TREMPPEALEAU COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 41.00	33.11

IRON0512-021 05/01/2022

ASHLAND, BAYFIELD, BURNETT, DOUGLAS, IRON, LINCOLN, ONEIDA,  
PRICE, SAWYER, VILAS AND WASHBURN COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 36.94	33.11

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LAB00113-002 06/01/2023

MILWAUKEE AND WAUKESHA COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 33.56	23.86
Group 2.....	\$ 33.71	23.86
Group 3.....	\$ 33.91	23.86
Group 4.....	\$ 34.06	23.86
Group 5.....	\$ 34.21	23.86
Group 6.....	\$ 30.05	23.86

LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagperson; traffic control person

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LAB00113-003 06/01/2023

OZAUKEE AND WASHINGTON COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 32.81	23.86
Group 2.....	\$ 32.91	23.86
Group 3.....	\$ 32.96	23.86
Group 4.....	\$ 33.16	23.86
Group 5.....	\$ 33.01	23.86
Group 6.....	\$ 29.90	23.86

LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer;

Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated);

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson and Traffic Control Person

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LAB00113-011 06/01/2023

KENOSHA AND RACINE COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 32.62	23.86
Group 2.....	\$ 32.77	23.86
Group 3.....	\$ 32.97	23.86
Group 4.....	\$ 32.94	23.86
Group 5.....	\$ 33.27	23.86
Group 6.....	\$ 29.76	23.86

LABORERS CLASSIFICATIONS:

GROUP 1: General laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagman; traffic control person

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LAB00140-002 06/01/2023

ADAMS, ASHLAND, BARRON, BAYFIELD, BROWN, BUFFALO, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DODGE, DOOR, DOUGLAS, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST,

GRANT, GREEN, GREEN LAKE, IRON, JACKSON, JUNEAU, IOWA, JEFFERSON, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE, POLK, PORTAGE, PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST. CROIX, TAYLOR, TREMPLEAU, VERNON, VILLAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 37.57	19.25
Group 2.....	\$ 37.67	19.25
Group 3.....	\$ 37.72	19.25
Group 4.....	\$ 37.92	19.25
Group 5.....	\$ 37.77	19.25
Group 6.....	\$ 34.20	19.25

LABORER CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator, Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson; Traffic Control

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LAB00464-003 06/01/2023

DANE COUNTY

	Rates	Fringes
LABORER		
Group 1.....	\$ 37.85	19.25
Group 2.....	\$ 37.95	19.25
Group 3.....	\$ 38.00	19.25
Group 4.....	\$ 38.20	19.25
Group 5.....	\$ 38.05	19.25
Group 6.....	\$ 34.20	19.25

LABORERS CLASSIFICATIONS:

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler;

Bituminous Worker (Dumper, Ironer, Smoother, and Tamper);  
Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler  
(Pavement); Vibrator or Tamper Operator (Mechanical Hand  
Operated); Chain Saw Operator; Demolition Burning Torch  
Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter  
(Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; Powderman

GROUP 6: Flagperson and Traffic Control Person

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PAIN0106-008 05/01/2023

ASHLAND, BAYFIELD, BURNETT, AND DOUGLAS COUNTIES

Rates Fringes

Painters:

New:

Brush, Roller.....\$ 34.59 24.84  
Spray, Sandblast, Steel....\$ 35.19 24.84

Repaint:

Brush, Roller.....\$ 33.09 24.84  
Spray, Sandblast, Steel....\$ 33.69 24.84

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\* PAIN0108-002 06/01/2023

RACINE COUNTY

Rates Fringes

Painters:

Brush, Roller.....\$ 41.04 21.95  
Spray & Sandblast.....\$ 42.04 21.95

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PAIN0259-002 05/01/2008

BARRON, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN, PIERCE, POLK, RUSK,  
SAWYER, ST. CROIX, AND WASHBURN COUNTIES

Rates Fringes

PAINTER.....\$ 24.11 12.15

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PAIN0259-004 05/01/2015

BUFFALO, CRAWFORD, JACKSON, LA CROSSE, MONROE, TREMPLEAU, AND  
VERNON COUNTIES

Rates Fringes

PAINTER.....\$ 22.03 12.45

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\* PAIN0781-002 06/01/2023

JEFFERSON, MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

Rates Fringes

Painters:

Bridge.....	\$ 39.84	24.86
Brush.....	\$ 39.09	24.86
Spray & Sandblast.....	\$ 39.84	24.86

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\* PAIN0802-002 06/01/2023

COLUMBIA, DANE, DODGE, GRANT, GREEN, IOWA, LAFAYETTE, RICHLAND,  
ROCK, AND SAUK COUNTIES

Rates Fringes

PAINTER

Brush.....	\$ 35.00	20.62
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PREMIUM PAY:

Structural Steel, Spray, Bridges = \$1.00 additional per  
hour.

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PAIN0802-003 06/01/2022

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.....	\$ 34.68	18.94
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PAIN0934-001 06/01/2022

KENOSHA AND WALWORTH COUNTIES

Rates Fringes

Painters:

Brush.....	\$ 36.70	24.69
Spray.....	\$ 37.70	24.69
Structural Steel.....	\$ 36.85	24.69

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PAIN1011-002 06/06/2021

FLORENCE COUNTY

Rates Fringes

Painters:.....	\$ 26.71	14.38
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PLAS0599-010 06/01/2021

Rates Fringes

CEMENT MASON/CONCRETE FINISHER

Area 1.....	\$ 42.06	20.87
Area 2 (BAC).....	\$ 37.73	23.80
Area 3.....	\$ 38.74	22.46
Area 4.....	\$ 38.59	22.66

Area 5.....	\$ 38.16	22.98
Area 6.....	\$ 34.94	26.36

AREA DESCRIPTIONS

AREA 1: BAYFIELD, DOUGLAS, PRICE, SAWYER, AND WASHBURN COUNTIES

AREA 2: ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

AREA 3: BUFFALO, CRAWFORD, EAU CLAIRE, JACKSON, JUNEAU, LA CROSSE MONROE, PEPIN, PIERCE, RICHLAND, TREMPLEAU, AND VERNON COUNTIES

AREA 4: MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

AREA 5: DANE, GRANT, GREEN, IOWA, LAFAYETTE, AND ROCK COUNTIES

AREA 6: KENOSHA AND RACINE COUNTIES

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TEAM0039-001 06/01/2021

	Rates	Fringes
TRUCK DRIVER		
1 & 2 Axles.....	\$ 32.57	23.81
3 or more Axles; Euclids, Dumpton & Articulated, Truck Mechanic.....	\$ 32.72	23.81
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WELL DRILLER.....	\$ 16.52	3.70
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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at

<https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the



classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor

200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"

"General Decision Number: WI20230008 07/07/2023

Superseded General Decision Number: WI20220008

State: Wisconsin

Construction Types: Heavy (Sewer and Water Line and Tunnel)

Counties: Wisconsin Statewide.

#### TUNNEL, SEWER & WATER LINE CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

<p>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:</p>	<ul style="list-style-type: none"> <li>. Executive Order 14026 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.</li> </ul>
<p>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:</p>	<ul style="list-style-type: none"> <li>. Executive Order 13658 generally applies to the contract.</li> <li>. The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.</li> </ul>

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/06/2023
1	01/13/2023

2	01/20/2023
3	03/31/2023
4	04/07/2023
5	06/09/2023
6	06/16/2023
7	06/23/2023
8	07/07/2023

BRWI0001-002 06/01/2022

CRAWFORD, JACKSON, JUNEAU, LA CROSSE, MONROE, TREMPALEAU, AND VERNON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 37.96	25.13

BRWI0002-002 06/01/2022

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 45.87	23.91

BRWI0002-005 06/01/2022

ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 38.81	23.94

BRWI0003-002 06/01/2021

BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, AND OCONTO COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 37.03	24.95

BRWI0004-002 06/01/2022

KENOSHA, RACINE, AND WALWORTH COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 42.53	26.01

BRWI0006-002 06/01/2022

ADAMS, CLARK, FOREST, LANGLADE, LINCOLN, MARATHON, MENOMINEE, ONEIDA, PORTAGE, PRICE, TAYLOR, VILAS AND WOOD COUNTIES

Rates	Fringes
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BRICKLAYER.....	\$ 38.26	24.83
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BRWI0007-002 06/01/2022

GREEN, LAFAYETTE, AND ROCK COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 39.26	25.52

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BRWI0008-002 06/01/2022

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 44.08	24.42

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BRWI0009-001 06/01/2022

GREEN LAKE, MARQUETTE, OUTAGAMIE, SHAWANO, WAUPACA, WASHARA,  
AND WINNEBAGO COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 38.00	25.09

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BRWI0011-002 06/01/2022

CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 38.00	25.09

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BRWI0013-002 06/01/2022

DANE, GRANT, IOWA, AND RICHLAND COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 39.56	25.22

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BRWI0019-002 06/01/2022

BARRON, BUFFALO, BURNETT, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN,  
PIERCE, POLK, RUSK, ST. CROIX, SAWYER AND WASHBURN COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 37.36	25.73

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BRWI0021-002 06/01/2022

DODGE AND JEFFERSON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 38.49	26.27

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BRWI0034-002 06/01/2022

COLUMBIA AND SAUK COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 39.56	25.22

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CARP0068-011 05/02/2022

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.....	\$ 41.19	27.05

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CARP0264-003 06/01/2016

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WAUKESHA, AND WASHINGTON COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 35.78	22.11

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CARP0310-002 06/05/2022

Ashland, Bayfield, Forest, Iron, Langlade, Lincoln, Marathon, Oneida, Shawano, Taylor and Vilas

	Rates	Fringes
CARPENTER.....	\$ 36.80	26.12
Piledriver.....	\$ 37.37	25.96

-----  
CARP0314-001 06/05/2022

Columbia, Dane, Dodge, Grant, Green, Iowa, Jefferson, Lafayette, Richland, Rock, Sauk and Walworth

	Rates	Fringes
CARPENTER.....	\$ 36.80	26.12
Piledriver.....	\$ 37.37	25.96

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CARP0361-004 05/01/2018

BAYFIELD (West of Hwy 63) AND DOUGLAS COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 36.15	20.43

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CARP0731-002 06/05/2022

Calumet (Eastern portion of the County), Fond Du Lac, Manitowoc and Sheboygan

	Rates	Fringes
CARPENTER.....	\$ 36.80	26.12
Piledriver.....	\$ 37.37	25.96

-----  
CARP0804-001 06/05/2022

Adams, Juneau, Portage and Wood

	Rates	Fringes
CARPENTER.....	\$ 36.80	26.12
Piledriver.....	\$ 37.37	25.96

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CARP0955-002 06/01/2022

Calumet (western portion of County), Fond Du Lac, Green Lake, Marquette, Outagamie and Winnebago

	Rates	Fringes
CARPENTER.....	\$ 36.80	26.12
PILEDRIVER.....	\$ 37.37	25.96

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CARP1056-002 06/05/2022

	Rates	Fringes
MILLWRIGHT.....	\$ 38.00	26.78

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CARP1074-002 06/01/2022

Barron, Burnett, Chippewa, Clark, Dunn, Eau Claire, Pepin, Pierce, Polk, Rusk, Sawyer, St. Croix and Washburn

	Rates	Fringes
CARPENTER.....	\$ 36.80	26.12
PILEDRIVER.....	\$ 37.37	25.96

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CARP1143-002 06/01/2022

Crawford, Jackson, La Crosse, Monroe, Trempealeau and Vernon

	Rates	Fringes
CARPENTER.....	\$ 36.80	26.12
PILEDRIVER.....	\$ 37.37	25.96

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CARP1146-002 06/01/2022

Brown, Door, Florence, Kewaunee, Marinette, Menominee and Shawano

	Rates	Fringes
CARPENTER.....	\$ 36.80	26.12
PILEDRIVER.....	\$ 37.37	25.96

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CARP2337-001 06/01/2016

ZONE A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON

ZONE B: KENOSHA & RACINE

	Rates	Fringes
PILEDRIVERMAN		
Zone A.....	\$ 31.03	22.69
Zone B.....	\$ 31.03	22.69

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 CARP2337-003 06/01/2019

	Rates	Fringes
MILLWRIGHT		
Zone A.....	\$ 33.58	21.53
Zone B.....	\$ 33.58	21.53

ZONE DEFINITIONS

ZONE A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON COUNTIES

ZONE B: KENOSHA & RACINE COUNTIES

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 ELEC0014-002 12/25/2022

ASHLAND, BARRON, BAYFIELD, BUFFALO, BURNETT, CHIPPEWA, CLARK (except Maryville, Colby, Unity, Sherman, Fremont, Lynn & Sherwood), CRAWFORD, DUNN, EAU CLAIRE, GRANT, IRON, JACKSON, LA CROSSE, MONROE, PEPIN, PIERCE, POLK, PRICE, RICHLAND, RUSK, ST CROIX, SAWYER, TAYLOR, TREMPLEAU, VERNON, AND WASHBURN COUNTIES

	Rates	Fringes
Electricians:.....	\$ 39.25	22.34

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 ELEC0127-002 06/01/2021

KENOSHA COUNTY

	Rates	Fringes
Electricians:.....	\$ 43.16	30%+12.70

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 ELEC0158-002 05/30/2021

BROWN, DOOR, KEWAUNEE, MANITOWOC (except Schleswig), MARINETTE(Wausaukee and area South thereof), OCONTO, MENOMINEE (East of a line 6 miles West of the West boundary of Oconto County), SHAWANO (Except Area North of Townships of Aniwa and Hutchins) COUNTIES

	Rates	Fringes
ELECTRICIAN.....	\$ 36.14	29.75%+10.26

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 ELEC0159-003 05/30/2021

COLUMBIA, DANE, DODGE (Area West of Hwy 26, except Chester and Emmet Townships), GREEN, LAKE (except Townships of Berlin, Seneca, and St. Marie), IOWA, MARQUETTE (except Townships of Neshkoka, Crystal Lake, Newton, and Springfield), and SAUK COUNTIES



	Rates	Fringes
ELECTRICIAN.....	\$ 43.38	23.13
-----		
ELEC0219-004 06/01/2019		

FLORENCE COUNTY (Townships of Aurora, Commonwealth, Fern, Florence and Homestead) AND MARINETTE COUNTY (Township of Niagara)

	Rates	Fringes
Electricians:		
Electrical contracts over		
\$180,000.....	\$ 33.94	21.80
Electrical contracts under		
\$180,000.....	\$ 31.75	21.73
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ELEC0242-005 05/30/2021		

DOUGLAS COUNTY

	Rates	Fringes
Electricians:.....	\$ 41.37	69.25%
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ELEC0388-002 05/30/2021		

ADAMS, CLARK (Colby, Freemont, Lynn, Mayville, Sherman, Sherwood, Unity), FOREST, JUNEAU, LANGLADE, LINCOLN, MARATHON, MARINETTE (Beecher, Dunbar, Goodman & Pembine), MENOMINEE (Area West of a line 6 miles West of the West boundary of Oconto County), ONEIDA, PORTAGE, SHAWANO (Aniwa and Hutchins), VILAS AND WOOD COUNTIES

	Rates	Fringes
Electricians:.....	\$ 36.22	26%+11.24
-----		
ELEC0430-002 06/01/2023		

RACINE COUNTY (Except Burlington Township)

	Rates	Fringes
Electricians:.....	\$ 46.70	25.02
-----		
ELEC0494-005 06/01/2022		

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Electricians:.....	\$ 46.38	25.86
-----		
ELEC0494-006 06/01/2021		

CALUMET (Township of New Holstein), DODGE (East of Hwy 26 including Chester Township), FOND DU LAC, MANITOWOC (Schleswig), and SHEBOYGAN COUNTIES

Rates	Fringes
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Electricians:.....\$ 37.91                      22.74  
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ELEC0577-003 06/01/2022

CALUMET (except Township of New Holstein), GREEN LAKE (N. part including Townships of Berlin, St Marie, and Seneca), MARQUETTE (N. part including Townships of Crystal Lake, Neshkoro, Newton, and Springfield), OUTAGAMIE, WAUPACA, WAUSHARA, AND WINNEBAGO COUNTIES

Rates                      Fringes

Electricians:.....\$ 37.41                      29.50%+10.00  
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ELEC0890-003 06/01/2022

DODGE (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE, RACINE (Burlington Township), ROCK AND WALWORTH COUNTIES

Rates                      Fringes

Electricians:.....\$ 40.70                      25.95%+11.26  
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ENGI0139-003 06/06/2022

REMAINING COUNTIES

Rates                      Fringes

Power Equipment Operator		
Group 1.....	\$ 45.22	24.85
Group 2.....	\$ 43.97	24.85
Group 3.....	\$ 41.57	24.85
Group 4.....	\$ 41.04	24.85
Group 5.....	\$ 38.97	24.85
Group 6.....	\$ 37.44	24.85

HAZARDOUS WASTE PREMIUMS:

- EPA Level "A" Protection: \$3.00 per hour
- EPA Level "B" Protection: \$2.00 per hour
- EPA Level "C" Protection: \$1.00 per hour

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of over 100 tons; Cranes, Tower Cranes, and Derricks with boom, leads and/or jib lengths 176 ft or longer.

GROUP 2: Backhoes (Excavators) weighing 130,00 lbs and over; Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of 100 tons or less; Cranes, Tower Cranes, and Derricks with boom, leads, and/or jib lengths 175 ft or less; Caisson Rigs; Pile Driver

GROUP 3: Backhoes (Excavators) weighing under 130,000 lbs; Travelling Crane (bridge type); Milling Machine; Concrete Paver over 27 E; Concrete Spreader and Distributor; Concrete Laser Screed; Concrete Grinder and Planing Machine; Slipform Curb and Gutter Machine; Boring Machine (Directional); Dredge Operator; Skid Rigs; over 46 meter Concrete Pump.

GROUP 4: Hydraulic Backhoe (tractor or truck mounted); Hydraulic Crane, 10 tons or less; Tractor, Bulldozer, or End Loader (over 40 hp); Motor Patrol; Scraper Operator; Bituminous Plant and Paver Operator; Screed-Milling Machine; Roller over 5 tons; Concrete pumps 46 meter and under; Grout Pumps; Rotec type machine; Hydro Blaster, 10,000 psi and over; Rotary Drill Operator; Percussion Drilling Machine; Air Track Drill with or without integral hammer; Blaster; Boring Machine (vertical or horizontal); Side Boom; Trencher, wheel type or chain type having 8 inch or larger bucket; Rail Leveling Machine (Railroad); Tie Placer; Tie Extractor; Tie Tamper; Stone Leveler; Straddle Carrier; Material Hoists; Stack Hoist; Man Hoists; Mechanic and Welder; Off Road Material Haulers.

GROUP 5: Tractor, Bulldozer, or Endloader (under 40 hp); Tampers -Compactors, riding type; Stump Chipper, large; Roller, Rubber Tire; Backfiller; Trencher, chain type (bucket under 8 inch); Concrete Auto Breaker, large; Concrete Finishing Machine (road type); Concrete Batch Hopper; Concrete Conveyor Systems; Concrete Mixers, 14S or over; Pumps, Screw Type and Gypsum); Hydrohammers, small; Brooms and Sweepers; Lift Slab Machine; Roller under 5 tons; Industrial Locomotives; Fireman (Pile Drivers and Derricks); Pumps (well points); Hoists, automatic; A-Frames and Winch Trucks; Hoists (tuggers); Boats (Tug, Safety, Work Barges and Launches); Assistant Engineer

GROUP 6: Shouldering Machine Operator; Farm or Industrial Tractor mounted equipment; Post Hole Digger; Auger (vertical and horizontal); Skid Steer Loader with or without attachments; Robotic Tool Carrier with or without attachments; Power Pack Vibratory/Ultra Sound Driver and Extractor; Fireman (Asphalt Plants); Screed Operator; Stone Crushers and Screening Plants; Air, Electric, Hydraulic Jacks (Slip Form); Prestress Machines; Air Compressor, 400 CFM or over; Refrigeration Plant/Freeze Machine; Boiler Operators (temporary heat); Forklifts; Welding Machines; Generators; Pumps over 3"; Heaters, Mechanical; Combination small equipment operator; Winches, small electric; Oiler; Greaser; Rotary Drill Tender; Conveyor; Elevator Operator

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 ENGI0139-007 06/05/2023

DODGE, FOND DU LAC, JEFFERSON, KENOSHA, MILWAUKEE, OZAUKEE, RACINE, SHEBOYGAN, WALWORTH, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Power Equipment Operator		
Group 1.....	\$ 44.54	25.35
Group 2.....	\$ 43.76	25.35
Group 3.....	\$ 42.81	25.35
Group 4.....	\$ 41.76	25.35
Group 5.....	\$ 40.36	25.35

HAZARDOUS WASTE PREMIUMS:  
 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 (145 or over); Screw type Pumps and Gypsum Pumps; Grout Pumps; Tractor, Bulldozer, End Loader, under 40 hp; Pumps (well points); Trencher (chain type 8 inch or smaller bucket); Industrial Locomotives; Roller under 5 tons; Fireman (Piledrivers and Derricks); Robotic Tool Carrier with or without attachments.

GROUP 5: Hoists (Automatic); Forklift, 12 ft to 25 ft; Tamper-Compactors, riding type; A-Frame and Winch Trucks; Concrete Auto Breaker; Hydrohammer, small; Brooms and Sweepers; Hoist (Tuggers); Stump Chipper, large; Boats (Tug, Safety, Work Barges and Launch); Shouldering Machine Operator; Screed Operator; Farm or Industrial Tractor; Post Hole Digger; Stone Crushers and Screening Plants; Firemen (Asphalt Plants); Air Compressor (400 CFM or over); Augers (vertical and horizontal); Generators, 150 KW and over; Air, Electric Hydraulic Jacks (Slipform); Prestress Machines; Skid Steer Loader with or without attachments; Boiler operators (temporary heat); Forklift, 12 ft and under; Screed Operator Milling Machine; Refrigeration Plant/Freeze Machine; Power Pack Vibratory/Ultra Sound Driver and Extractor; Generators under 150 KW; Combination small equipment operator; Compressors under 400 CFM; Welding Machines; Heaters, Mechanical; Pumps; Winches, Small Electric; Oiler and Greaser; Conveyor; High pressure utility locating machine (daylighting machine).

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IRON0008-002 06/13/2022

BROWN, CALUMET, DOOR, FOND DU LAC, KEWAUNEE, MANITOWOC, MARINETTE, OCONTO, OUTAGAMI, SHAWANO, SHEBOYGAN, AND WINNEBAGO COUNTIES:

	Rates	Fringes
IRONWORKER.....	\$ 41.00	28.95

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

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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 06/01/2023

ADAMS, COLUMBIA, CRAWFORD, DANE, DODGE, FLORENCE, FOREST, GRANT, GREENE, (Excluding S.E. tip), GREEN LAKE, IOWA, JEFFERSON, JUNEAU, LA CROSSE, LAFAYETTE, LANGLADE, MARATHON, MARQUETTE, MENOMINEE, MONROE, PORTAGE, RICHLAND, ROCK (Northern area, vicinity of Edgerton and Milton), SAUK, VERNON, WAUPACA, WAUSHARA, AND WOOD COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 41.00	30.13

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IRON0498-005 06/01/2021

GREEN (S.E. 1/3), ROCK (South of Edgerton and Milton), and WALWORTH (S.W. 1/3) COUNTIES:

	Rates	Fringes
IRONWORKER.....	\$ 41.37	44.41

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IRON0512-008 05/01/2022

BARRON, BUFFALO, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, JACKSON, PEPIN, PIERCE, POLK, RUSK, ST CROIX, TAYLOR, AND TREMPPEALEAU COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 41.00	33.11

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IRON0512-021 05/01/2022

ASHLAND, BAYFIELD, BURNETT, DOUGLAS, IRON, LINCOLN, ONEIDA, PRICE, SAWYER, VILAS AND WASHBURN COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 36.94	33.11
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LAB00113-004 06/05/2023		

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Laborers: (Open Cut)		
Group 1.....	\$ 18.72	22.75
Group 2.....	\$ 21.10	22.75
Group 3.....	\$ 24.81	22.75
Group 4.....	\$ 34.62	22.75
Group 5.....	\$ 34.78	22.75
Group 6.....	\$ 34.84	22.75
Group 7.....	\$ 38.88	22.75
Group 8.....	\$ 41.83	22.75
Group 9.....	\$ 42.50	22.75

LABORERS CLASSIFICATIONS [OPEN CUT]

GROUP 1: Yard Laborer

GROUP 2: Landscaper

GROUP 3: Flag Person

GROUP 4: Paving Laborer

GROUP 5: General Laborer on Surface; Top Man

GROUP 6: Mud Mixer

GROUP 7: Mucker; Form Stripper; Bottom Digger and Misc;  
Bottom Man and Welder on Surface

GROUP 8: Concrete Manhole Builder; Caisson Worker; Miner;  
Pipe Layer; Rock Driller and Joint Man; Timber Man and  
Concrete Brusher; Bracer in Trench Behind Machine & Tight  
Sheeting; Concrete Formsetter and Shoveler; Jackhammer  
Operator

GROUP 9: Blaster

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LAB00113-005 06/05/2023

SEWER, TUNNEL & UNDERGROUND

KENOSHA AND RACINE COUNTIES

	Rates	Fringes
Laborers:		
Group 1.....	\$ 25.71	22.75
Group 2.....	\$ 31.93	22.75
Group 3.....	\$ 36.33	22.75
Group 4.....	\$ 38.19	22.75

TUNNEL WORK UNDER COMPRESSED AIR: 0-15 lbs add \$1.00, 15-30  
lbs add \$2.00, over 30 lbs add \$3.00

LABORERS CLASSIFICATIONS

GROUP 1: Flagperson

GROUP 2: Top Man, General Laborer, Wellpoint Installation, Wire Mesh and Reinforcement, Concrete Worker, Form Stripper, Strike-off Work

GROUP 3: Machine and Equipment Operator, Sheeting, Form Setting, Patch Finisher, Bottom Man, Joint Sawyer, Gunnite Man, Manhole Builder, Welder-Torchman, Blaster, Caulker, Bracer, Bull Float, Conduit Worker, Mucker and Car Pusher, Raker and Luteman, Hydraulic Jacking of Shields, Shield Drivers, Mining Machine, Lock Tenders, Mucking Machine Operator, Motor Men & Gauge Tenders and operation of incidental Mechanical Equipment and all Power Driven Tools

GROUP 4: Pipelayer, Miner and Laser Operator

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LAB00113-008 06/05/2023

MILWAUKEE, OZAUKEE, WASHINGTON & WAUKESHA COUNTIES

	Rates	Fringes
Laborers: (Tunnel-Free Air)		
Group 1.....	\$ 24.81	22.75
Group 2.....	\$ 34.78	22.75
Group 3.....	\$ 34.84	22.75
Group 4.....	\$ 38.88	22.75
Group 5.....	\$ 39.02	22.75
Group 6.....	\$ 41.83	22.75
Group 7.....	\$ 42.50	22.75

LABORERS CLASSIFICATIONS [TUNNEL - FREE AIR]:

GROUP 1: Flagperson

GROUP 2: General Laborer on surface; Tower Man

GROUP 3: Saw Man; Top Man

GROUP 4: Form Stripper; Car Pusher

GROUP 5: Mucker; Dinkey; Welder (rate on surface)

GROUP 6: Concrete Manhole Builder; Mucking Machine; Miner; Mining Machine; Welder; Rock Driller; Concrete Buster; Jack Hammer Operator; Caisson Worker; Pipelayer and Joint Man; Bracerman

GROUP 7: Blaster

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\* LAB00113-009 06/05/2023

MILWAUKEE, OZAUKEE, WASHINGTON & WAUKESHA COUNTIES

	Rates	Fringes
Laborers: (Tunnel -		
*COMPRESSED AIR 0 - 15 lbs.)		
Group 1.....	\$ 24.81	22.75
Group 2.....	\$ 34.78	22.75

Group 3.....	\$ 39.44	22.75
Group 4.....	\$ 40.28	22.75
Group 5.....	\$ 40.41	22.75
Group 6.....	\$ 43.24	22.75
Group 7.....	\$ 43.89	22.75

LABORERS CLASSIFICATIONS [TUNNEL - COMPRESSED AIR]:

- \*Compressed Air 15 - 30 lbs add \$2.00 to all classifications
- \*Compressed Air over 30 lbs add \$3.00 to all classifications

GROUP 1: Flagperson

GROUP 2: General Laborer on surface

GROUP 3: Lock Tender on surface

GROUP 4: Form Stripper; Car Pusher

GROUP 5: Mucker; Dinkey

GROUP 6: Mucking Machine; Miner; Mining Machine; Welder & Rock Driller; Lock Tender in tunnel; Concrete Buster; Jack Hammer Operator; Caisson Worker; Pielayer and Joint Man; Bracerman; Nozzle Man on Gunite; Timber Man; Concrete Brusher

GROUP 7: Blaster

NOTE: Hazardous & Toxic Waste Removal: add \$0.15 per hour.

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 LAB00140-005 06/05/2023

ADAMS, ASHLAND, BARRON, BROWN, BUFFALO, CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DODGE, DOOR, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IOWA, JACKSON, JEFFERSON, JUNEAU, LACROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE, POLK, PORTAGE, PRICE, RICHLAND, ROCK, RUSK, ST CROIX, SAUK, SAWYER, SHAWANO, SHEBOYGAN, TAYLOR, TREMPPEALEAU, VERNON, VILAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
LABORER (SEWER & WATER)		
Group 1.....	\$ 33.88	19.25
Group 2.....	\$ 35.73	19.25
Group 3.....	\$ 35.93	19.25
Group 4.....	\$ 36.68	19.25

FOR ALL TUNNEL WORK UNDER COMPRESSED AIR: 0-15 lbs add \$1.00, 15-30 lbs add \$2.00, over 30 lbs add \$3.00

LABORER CLASSIFICATIONS:

GROUP 1: Flagperson

GROUP 2: General Laborer, Wellpoint Installation; Form Stripper; Strike Off worker



GROUP 3: Sheeting Formsetting; Patch Finisher; Bottom Man; Joint Sawyer; Gunnite Man; Manhole Builder; Welder; Torchman; Blaster; Caulker Bracer; Bull Float; Mucker and Car Pusher; Raker and Luteman; Hydraulic jacking of shields, Shield Drivers; Mining Machine; Lock Tenders; Mucking Machine Operators; Motor Men and Gauge Tenders; Power Tool Operators

GROUP 4: Pipelayer, Miner, and Laser Operator

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LAB00464-002 06/05/2023

DANE AND DOUGLAS COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 33.78	19.25
Group 2.....	\$ 35.98	19.25
Group 3.....	\$ 36.18	19.25
Group 4.....	\$ 36.93	19.25

FOR ALL TUNNEL WORK UNDER COMPRESSED AIR: 0 - 15 lbs add \$1.00, 15- 30 lbs add \$2.00, over 30 lbs add \$3.00

LABORERS CLASSIFICATIONS:

GROUP 1: Flagperson

GROUP 2: General Laborer; Wellpoint Installation; Concrete Worker; Form Stripper; Strike Off worker

GROUP 3: Sheeting Formsetting; Patch Finisher; Bottom Man; Joint Sawyer; Gunnite Man; Manhole Builder; Welder; Torchman; Blaster; Caulker Bracer; Bull Float; Mucker and Car Pusher; Raker and Luteman; Hydraulic jacking of shields, Shield Drivers; Mining Machine; Lock Tenders; Mucking Machine Operators; Motor Men and Gauge Tenders; Power Tool Operators

GROUP 4: Pipelayer, Miner, and Laser Operator

-----  
LAB01091-010 06/05/2023

BAYFIELD, BURNETT, IRON, SAWYER, AND WASHBURN COUNTIES

	Rates	Fringes
Laborers: (SEWER & WATER)		
Group 1.....	\$ 33.57	19.25
Group 2.....	\$ 35.63	19.25
Group 3.....	\$ 35.83	19.25
Group 4.....	\$ 36.58	19.25

FOR ALL TUNNEL WORK UNDER COMPRESSED AIR:  
0 - 15 lbs add \$1.00, 15-30 lbs add \$2.00, over 30 lbs add \$3.00

LABORERS CLASSIFICATIONS:

GROUP 1: Flagperson

GROUP 2: Laborers, Wellpoint Installation; Form Stripper; Strike Off worker

GROUP 3: Sheeting Formsetting; Patch Finisher; Bottom Man; Joint Sawyer; Gunnite Man; Manhole Builder; Welder; Torchman; Blaster; Caulker Bracer; Bull Float; Mucker and Car Pusher; Raker and Luteman; Hydraulic jacking of shields, Shield Drivers; Mining Machine; Lock Tenders; Mucking Machine Operators; Motor Men and Gauge Tenders; Power Tool Operators

GROUP 4: Pipelayer, Miner, and Laser Operator

-----  
 PLAS0599-010 06/01/2021

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
Area 1.....	\$ 42.06	20.87
Area 2 (BAC).....	\$ 37.73	23.80
Area 3.....	\$ 38.74	22.46
Area 4.....	\$ 38.59	22.66
Area 5.....	\$ 38.16	22.98
Area 6.....	\$ 34.94	26.36

AREA DESCRIPTIONS

AREA 1: BAYFIELD, DOUGLAS, PRICE, SAWYER, AND WASHBURN COUNTIES

AREA 2: ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

AREA 3: BUFFALO, CRAWFORD, EAU CLAIRE, JACKSON, JUNEAU, LA CROSSE MONROE, PEPIN, PIERCE, RICHLAND, TREMPLEAU, AND VERNON COUNTIES

AREA 4: MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

AREA 5: DANE, GRANT, GREEN, IOWA, LAFAYETTE, AND ROCK COUNTIES

AREA 6: KENOSHA AND RACINE COUNTIES

-----  
 TEAM0039-001 06/01/2021

	Rates	Fringes
TRUCK DRIVER		
1 & 2 Axles.....	\$ 32.57	23.81
3 or more Axles; Euclids, Dumpton & Articulated, Truck Mechanic.....	\$ 32.72	23.81
-----		
WELL DRILLER.....	\$ 16.52	3.70

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor

200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISIO"





# Wisconsin Department of Transportation

July 27, 2023

**Division of Transportation Systems Development**  
 Bureau of Project Development  
 4822 Madison Yards Way, 4<sup>th</sup> Floor South  
 Madison, WI 53705

Telephone: (608) 266-1631  
 Facsimile (FAX): (608) 266-8459

## NOTICE TO ALL CONTRACTORS:

**Proposal #02: 5090-05-60, WISC 2023576**  
**Reedsburg – Baraboo**  
**W Mulberry St To E V Limits**  
**STH 33**  
**Sauk**

**5090-05-61, N/A**  
**Reedsburg – Baraboo**  
**W Mulberry St To E V Limits**  
**STH 33**  
**Sauk**

**5090-05-71, WISC 2023577**  
**C, Baraboo, Eighth Street**  
**W City Limit To Lincoln Avenue**  
**STH 33**  
**Sauk**

**5090-05-72, N/A**  
**C, Baraboo, Eighth Street**  
**W City Limit To Lincoln Avenue**  
**STH 33**  
**Sauk**

## Letting of August 8, 2023

This is Addendum No. 01, which provides for the following:

### Special Provisions:

Revised Special Provisions	
Article No.	Description
73	Wisconsin Department of Natural Resources Clean Water Fund and Safe Drinking Water Loan Program Requirements for Sanitary Sewer and Water Main Construction.

Added Special Provisions	
Article No.	Description
74	Temporary BABA Project Sign, Item SPV. 0060.98

### Schedule of Items:

Revised Bid Item Quantities					
Bid Item	Item Description	Unit	Proposal Total Prior to Addendum	Proposal Quantity Change (-)	Proposal Total After Addendum
SPV.0085.01	Water Main Fittings, City	LB	9,322	264	9,586

<b>Added Bid Item Quantities</b>					
Bid Item	Item Description	Unit	Proposal Total Prior to Addendum	Quantity Added	Proposal Total After Addendum
SPV.0060.98	Temporary BABA Project Sign	Each	0	2	2

**Plan Sheets:**

<b>Revised Plan Sheets ID 5090-05-72</b>	
Plan Sheet	Plan Sheet Title (brief description of changes to sheet)
21	Revised water main alignment near Station 117+15 LT
34	Miscellaneous Quantities (increased quantity for SPV.0085.01 Water Main Fittings, City)

The responsibility for notifying potential subcontractors and suppliers of these changes remains with the prime contractor.

Sincerely,

*Mike Coleman*

Proposal Development Specialist  
Proposal Management Section



**ADDENDUM NO. 01**

**5090-05-60, 5090-05-61, 5090-05-71, 5090-05-72**

**July 27, 2023**

**Special Provisions**

**73. Wisconsin Department of Natural Resources Clean Water Fund and Safe Drinking Water Loan Program Requirements for Sanitary Sewer and Water Main Construction.**

*Replace the last sentence with the following:*

Construction of sanitary sewer and water main under Project 5090-05-72 shall comply with the requirements of Wisconsin Department of Natural Resources (WisDNR) Clean Water Fund (CWF) and Safe Drinking Water Loan Program (SDWLP) as outlined in Appendix A (Special Contract Requirements), Appendix B (DBE Requirements), Appendix C (Procurement Requirements), and Appendix D (Project Signs). Proof of compliance shall be provided to City of Baraboo personnel and are a requirement of acceptance of the sanitary sewer and water main construction. Compliance with these requirements, unless specifically paid for otherwise, is considered incidental.

**74. Temporary BABA Project Sign, Item SPV.0060.98.**

**A Description**

This special provision describes furnishing, erecting, and maintaining a temporary Building a Better America (BABA) project sign for the duration of the project.

**B Vacant**

**C Construction**

A. Furnish, erect where directed by engineer, and maintain a temporary BABA project sign for the duration of the project, per Appendix D, of Special Provision Article "Wisconsin Department of Natural Resources Clean Water Fund and Safe Drinking Water Loan Program Requirements for Sanitary Sewer and Water Main Construction".

Loan Program Requirements for Sanitary Sewer and Water Main Construction.

1. Within 7 days after Notice to Proceed, submit a drawing (proof) of proposed sign appearance and text for approval. Erect sign within 14 days after approval of drawing.
2. Construct sign and support as required near the project site. Paints shall be exterior grade enamel in colors indicated.
3. Remove sign at completion of work.

B. No other individual advertising signs, plaques, or credits, temporary or permanent, will be permitted on project site, except name of each contractor on its office or material shed.

**D Measurement**

The department will measure Temporary BABA Project Sign as each sign, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.98	Temporary BABA Project Sign	EACH

Payment is full compensation for furnishing and installing all materials, maintaining the sign, storing, relocation, and removing the sign at project completion.

**Schedule of Items**

Attached, dated July 27, 2023, are the revised Schedule of Items Pages 1 – 25.

**Plan Sheets ID 5090-05-72**

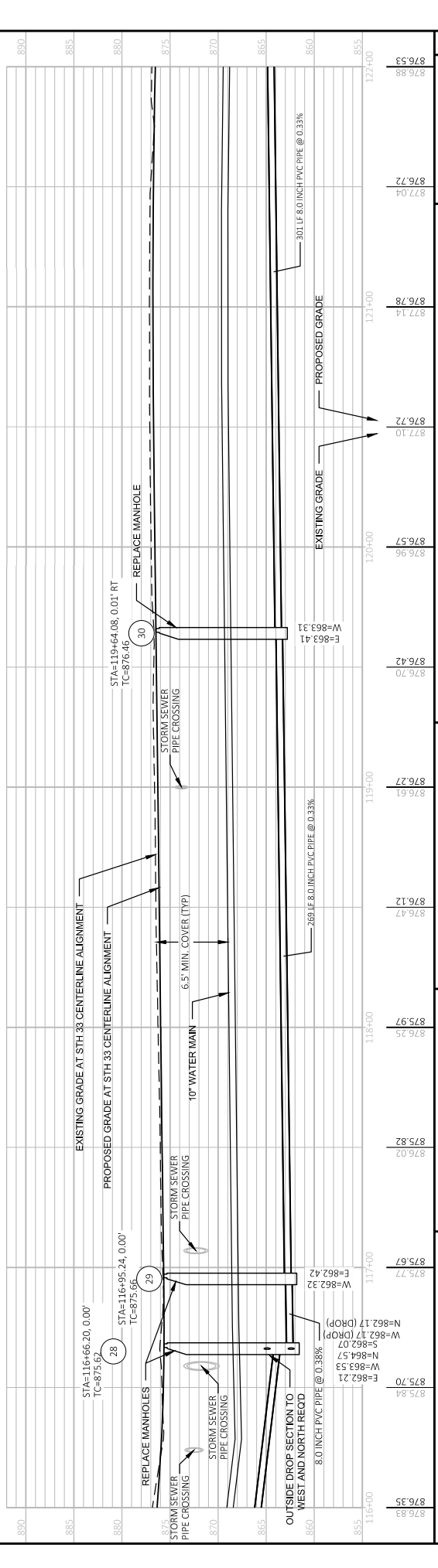
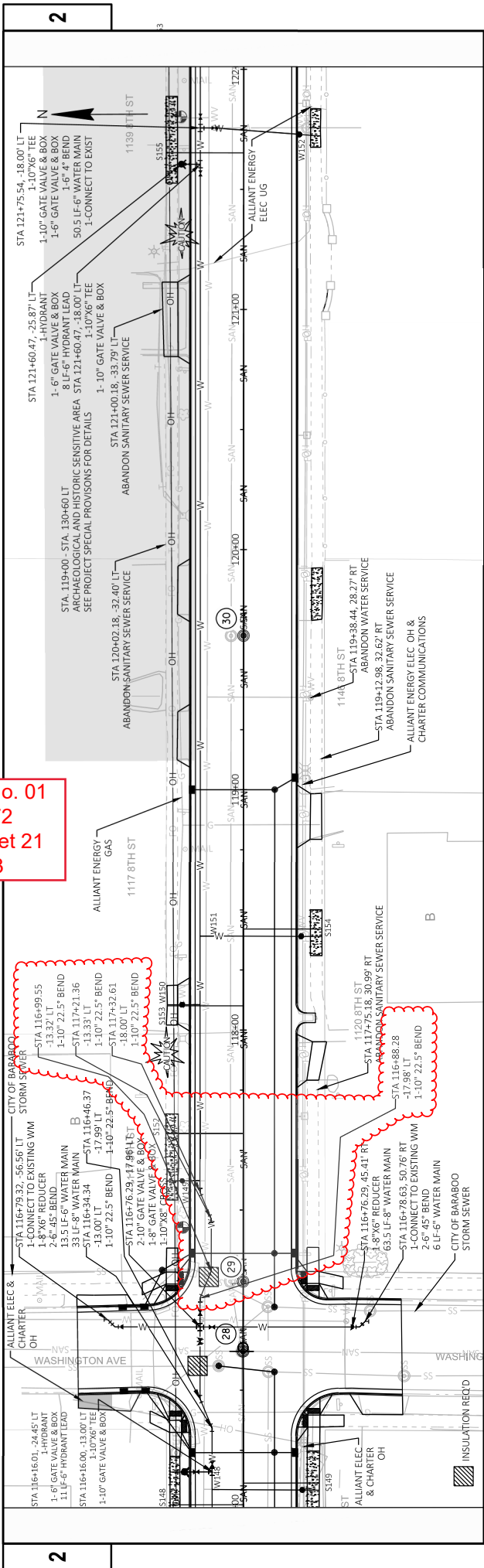
The following 8½ x 11-inch sheets are attached and made part of the plans for this proposal:

5090-05-72

Revised: 21 and 34.

END OF ADDENDUM

**Addendum No. 01**  
**ID 5090-05-72**  
**Revised Sheet 21**  
**July 27, 2023**



PROJECT NO:	5090-05-72	COUNTY:	SAUK	UTILITY AND PROFILE	SHEET	21
FILE NAME:	X:\WEB\BARABO\14113\CD\5090001\SHETS\PLAN\0501-PP.DWG	PROJECT NAME:	CHARLES FERMAN	DATE:	7/24/2023 9:56 AM	1 IN=40 FT
LAYOUT NAME:	16	PLLOT NAME:		PLLOT SCALE:		

WATERMAIN SPECIAL PROVISIONS

CATEGORY	STAGE	STATION	STATION	EACH	EACH	EACH	EACH	EACH	EACH	EACH	LB	LF	LF	LF	SF	
0010	STAGE 1	129+00	-132+30	-	1	-	1	-	1	1	439	-	47	331	-	
	STAGE 2A	68+50	-90+00	1	5	10	-	1	3	3	1436	106	2450	-	704	
	STAGE 2A	109+25	-129+00	-	6	3	8	-	4	0	2120	147	192	1980	256	
	STAGE 2B	90+00	-109+25	-	7	9	3	-	4	2	1912	120	1934	226	512	
	STAGE 3A	24+00	-44+00	-	4	7	-	-	3	1	1188	92	1640	-	192	
	STAGE 3B	44+00	-68+50	-	9	15	-	2	6	5	2491	133	2779	-	512	
	ITEM TOTALS			1	32	44	15	2	21	12	9586	598	9042	2537	107	2176

\*ADDITIONAL QUANTITIES SHOWN ELSEWHERE

Addendum No. 01  
 ID 5090-05-72  
 Revised Sheet 34  
 July 27, 2023



Proposal Schedule of Items

Proposal ID: 20230808002 Project(s): 5090-05-60, 5090-05-61, 5090-05-71, 5090-05-72

Federal ID(s): N/A, N/A, WISC 2023576, WISC 2023577

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0002	201.0220 Grubbing	426.000 ID	_____.	_____.
0004	204.0100 Removing Concrete Pavement	74,946.000 SY	_____.	_____.
0006	204.0110 Removing Asphaltic Surface	5,231.000 SY	_____.	_____.
0008	204.0115 Removing Asphaltic Surface Butt Joints	266.000 SY	_____.	_____.
0010	204.0150 Removing Curb & Gutter	1,893.000 LF	_____.	_____.
0012	204.0155 Removing Concrete Sidewalk	5,072.000 SY	_____.	_____.
0014	204.0165 Removing Guardrail	1,046.000 LF	_____.	_____.
0016	204.0185 Removing Masonry	29.000 CY	_____.	_____.
0018	204.0195 Removing Concrete Bases	29.000 EACH	_____.	_____.
0020	204.0210 Removing Manholes	34.000 EACH	_____.	_____.
0022	204.0220 Removing Inlets	114.000 EACH	_____.	_____.
0024	204.0245 Removing Storm Sewer (size) 01. 12-INCH	3,441.000 LF	_____.	_____.
0026	204.0245 Removing Storm Sewer (size) 02. 15-INCH	2,026.000 LF	_____.	_____.
0028	204.0245 Removing Storm Sewer (size) 03. 18-INCH	1,004.000 LF	_____.	_____.
0030	204.0245 Removing Storm Sewer (size) 04. 24-INCH	1,509.000 LF	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20230808002 Project(s): 5090-05-60, 5090-05-61, 5090-05-71, 5090-05-72

Federal ID(s): N/A, N/A, WISC 2023576, WISC 2023577

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0032	204.0245 Removing Storm Sewer (size) 05. 24X38-INCH	38.000 LF	_____.	_____.
0034	204.0245 Removing Storm Sewer (size) 06. 36-INCH	263.000 LF	_____.	_____.
0036	204.0245 Removing Storm Sewer (size) 07. 42-INCH	25.000 LF	_____.	_____.
0038	204.0245 Removing Storm Sewer (size) 08. 48-INCH	1,059.000 LF	_____.	_____.
0040	204.0280 Sealing Pipes	2.000 EACH	_____.	_____.
0042	204.9090.S Removing (item description) 01. Removing Railing	337.000 LF	_____.	_____.
0044	205.0100 Excavation Common	72,563.000 CY	_____.	_____.
0046	211.0101 Prepare Foundation for Asphaltic Paving (project) 01. 5090-05-60	1.000 EACH	_____.	_____.
0048	211.0101 Prepare Foundation for Asphaltic Paving (project) 02. 5090-05-71	1.000 EACH	_____.	_____.
0050	213.0100 Finishing Roadway (project) 01. 5090-05-60	1.000 EACH	_____.	_____.
0052	213.0100 Finishing Roadway (project) 02. 5090-05-71	1.000 EACH	_____.	_____.
0054	305.0110 Base Aggregate Dense 3/4-Inch	2,149.000 TON	_____.	_____.
0056	305.0120 Base Aggregate Dense 1 1/4-Inch	57,246.000 TON	_____.	_____.
0058	312.0110 Select Crushed Material	65,624.000 TON	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20230808002 Project(s): 5090-05-60, 5090-05-61, 5090-05-71, 5090-05-72

Federal ID(s): N/A, N/A, WISC 2023576, WISC 2023577

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0060	371.2000.S QMP Base Aggregate Dense 1 1/4-Inch Compaction	54.000 EACH	_____.	_____.
0062	416.0160 Concrete Driveway 6-Inch	819.000 SY	_____.	_____.
0064	416.0170 Concrete Driveway 7-Inch	1,898.000 SY	_____.	_____.
0066	416.1010 Concrete Surface Drains	1.000 CY	_____.	_____.
0068	450.4000 HMA Cold Weather Paving	2,425.000 TON	_____.	_____.
0070	455.0605 Tack Coat	7,181.000 GAL	_____.	_____.
0072	460.2000 Incentive Density HMA Pavement	14,390.000 DOL	1.00000	14,390.00
0074	460.6223 HMA Pavement 3 MT 58-28 S	10,276.000 TON	_____.	_____.
0076	460.6224 HMA Pavement 4 MT 58-28 S	6,840.000 TON	_____.	_____.
0078	460.6624 HMA Pavement 4 MT 58-28 V	7,237.000 TON	_____.	_____.
0080	465.0120 Asphaltic Surface Driveways and Field Entrances	198.000 TON	_____.	_____.
0082	465.0315 Asphaltic Flumes	12.000 SY	_____.	_____.
0084	520.8000 Concrete Collars for Pipe	2.000 EACH	_____.	_____.
0086	531.2030 Drilling Shaft 30-Inch	17.000 LF	_____.	_____.
0088	531.5110 Foundation Single-Shaft Type MC-I (structure) 01. S-56-0030	1.000 EACH	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20230808002 Project(s): 5090-05-60, 5090-05-61, 5090-05-71, 5090-05-72

Federal ID(s): N/A, N/A, WISC 2023576, WISC 2023577

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0090	532.5110 Monotube Cantilever Type I (structure) 01. S-56-0030	1.000 EACH	_____.	_____.
0092	601.0405 Concrete Curb & Gutter 18-Inch Type A	33.000 LF	_____.	_____.
0094	601.0407 Concrete Curb & Gutter 18-Inch Type D	817.000 LF	_____.	_____.
0096	601.0411 Concrete Curb & Gutter 30-Inch Type D	27,155.000 LF	_____.	_____.
0098	601.0600 Concrete Curb Pedestrian	89.000 LF	_____.	_____.
0100	602.0405 Concrete Sidewalk 4-Inch	35,133.000 SF	_____.	_____.
0102	602.0410 Concrete Sidewalk 5-Inch	17,514.000 SF	_____.	_____.
0104	602.0515 Curb Ramp Detectable Warning Field Natural Patina	1,532.000 SF	_____.	_____.
0106	602.0615 Curb Ramp Detectable Warning Field Radial Natural Patina	39.000 SF	_____.	_____.
0108	602.1500 Concrete Steps	16.000 SF	_____.	_____.
0110	606.0200 Riprap Medium	4.000 CY	_____.	_____.
0112	608.0312 Storm Sewer Pipe Reinforced Concrete Class III 12-Inch	5,027.000 LF	_____.	_____.
0114	608.0315 Storm Sewer Pipe Reinforced Concrete Class III 15-Inch	51.000 LF	_____.	_____.
0116	608.0318 Storm Sewer Pipe Reinforced Concrete Class III 18-Inch	992.000 LF	_____.	_____.





Proposal Schedule of Items

Proposal ID: 20230808002 Project(s): 5090-05-60, 5090-05-61, 5090-05-71, 5090-05-72

Federal ID(s): N/A, N/A, WISC 2023576, WISC 2023577

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0118	608.0324 Storm Sewer Pipe Reinforced Concrete Class III 24-Inch	4,116.000 LF	_____.	_____.
0120	608.0330 Storm Sewer Pipe Reinforced Concrete Class III 30-Inch	2,577.000 LF	_____.	_____.
0122	608.0336 Storm Sewer Pipe Reinforced Concrete Class III 36-Inch	724.000 LF	_____.	_____.
0124	608.0342 Storm Sewer Pipe Reinforced Concrete Class III 42-Inch	121.000 LF	_____.	_____.
0126	608.0348 Storm Sewer Pipe Reinforced Concrete Class III 48-Inch	760.000 LF	_____.	_____.
0128	608.0354 Storm Sewer Pipe Reinforced Concrete Class III 54-Inch	311.000 LF	_____.	_____.
0130	608.2324 Storm Sewer Pipe Reinforced Concrete Horizontal Elliptical Class HE-III 24x38-Inch	37.000 LF	_____.	_____.
0132	611.0530 Manhole Covers Type J	81.000 EACH	_____.	_____.
0134	611.0545 Manhole Covers Type L	2.000 EACH	_____.	_____.
0136	611.0612 Inlet Covers Type C	1.000 EACH	_____.	_____.
0138	611.0624 Inlet Covers Type H	195.000 EACH	_____.	_____.
0140	611.0666 Inlet Covers Type Z	7.000 EACH	_____.	_____.
0142	611.1005 Catch Basins 5-FT Diameter	9.000 EACH	_____.	_____.
0144	611.1006 Catch Basins 6-FT Diameter	6.000 EACH	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20230808002 Project(s): 5090-05-60, 5090-05-61, 5090-05-71, 5090-05-72

Federal ID(s): N/A, N/A, WISC 2023576, WISC 2023577

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0146	611.2003 Manholes 3-FT Diameter	1.000 EACH	_____.	_____.
0148	611.2004 Manholes 4-FT Diameter	18.000 EACH	_____.	_____.
0150	611.2005 Manholes 5-FT Diameter	31.000 EACH	_____.	_____.
0152	611.2006 Manholes 6-FT Diameter	18.000 EACH	_____.	_____.
0154	611.2007 Manholes 7-FT Diameter	11.000 EACH	_____.	_____.
0156	611.2008 Manholes 8-FT Diameter	4.000 EACH	_____.	_____.
0158	611.2010 Manholes 10-FT Diameter	1.000 EACH	_____.	_____.
0160	611.3003 Inlets 3-FT Diameter	7.000 EACH	_____.	_____.
0162	611.3004 Inlets 4-FT Diameter	14.000 EACH	_____.	_____.
0164	611.3230 Inlets 2x3-FT	177.000 EACH	_____.	_____.
0166	612.0106 Pipe Underdrain 6-Inch	10,525.000 LF	_____.	_____.
0168	614.2300 MGS Guardrail 3	963.000 LF	_____.	_____.
0170	614.2500 MGS Thrie Beam Transition	39.000 LF	_____.	_____.
0172	614.2610 MGS Guardrail Terminal EAT	1.000 EACH	_____.	_____.
0174	618.0100 Maintenance And Repair of Haul Roads (project) 01. 5090-05-60	1.000 EACH	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20230808002 Project(s): 5090-05-60, 5090-05-61, 5090-05-71, 5090-05-72

Federal ID(s): N/A, N/A, WISC 2023576, WISC 2023577

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0176	618.0100 Maintenance And Repair of Haul Roads (project) 02. 5090-05-71	1.000 EACH	_____.	_____.
0178	619.1000 Mobilization	1.000 EACH	_____.	_____.
0180	620.0300 Concrete Median Sloped Nose	345.000 SF	_____.	_____.
0182	623.0200 Dust Control Surface Treatment	90,284.000 SY	_____.	_____.
0184	624.0100 Water	935.000 MGAL	_____.	_____.
0186	625.0100 Topsoil	16,714.000 SY	_____.	_____.
0188	628.1504 Silt Fence	1,677.000 LF	_____.	_____.
0190	628.1520 Silt Fence Maintenance	1,677.000 LF	_____.	_____.
0192	628.1905 Mobilizations Erosion Control	25.000 EACH	_____.	_____.
0194	628.1910 Mobilizations Emergency Erosion Control	13.000 EACH	_____.	_____.
0196	628.2006 Erosion Mat Urban Class I Type A	19,898.000 SY	_____.	_____.
0198	628.7005 Inlet Protection Type A	355.000 EACH	_____.	_____.
0200	628.7015 Inlet Protection Type C	360.000 EACH	_____.	_____.
0202	628.7560 Tracking Pads	14.000 EACH	_____.	_____.
0204	628.7570 Rock Bags	68.000 EACH	_____.	_____.
0206	629.0210 Fertilizer Type B	11.000 CWT	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20230808002 Project(s): 5090-05-60, 5090-05-61, 5090-05-71, 5090-05-72

Federal ID(s): N/A, N/A, WISC 2023576, WISC 2023577

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0208	630.0140 Seeding Mixture No. 40	301.000 LB	_____.	_____.
0210	630.0200 Seeding Temporary	228.000 LB	_____.	_____.
0212	630.0500 Seed Water	94.000 MGAL	_____.	_____.
0214	634.0614 Posts Wood 4x6-Inch X 14-FT	84.000 EACH	_____.	_____.
0216	634.0616 Posts Wood 4x6-Inch X 16-FT	85.000 EACH	_____.	_____.
0218	634.0618 Posts Wood 4x6-Inch X 18-FT	9.000 EACH	_____.	_____.
0220	637.2210 Signs Type II Reflective H	1,411.580 SF	_____.	_____.
0222	638.2602 Removing Signs Type II	296.000 EACH	_____.	_____.
0224	638.3000 Removing Small Sign Supports	147.000 EACH	_____.	_____.
0226	643.0300 Traffic Control Drums	17,813.000 DAY	_____.	_____.
0228	643.0410 Traffic Control Barricades Type II	38,432.000 DAY	_____.	_____.
0230	643.0420 Traffic Control Barricades Type III	16,786.000 DAY	_____.	_____.
0232	643.0705 Traffic Control Warning Lights Type A	72,005.000 DAY	_____.	_____.
0234	643.0715 Traffic Control Warning Lights Type C	2,531.000 DAY	_____.	_____.
0236	643.0900 Traffic Control Signs	187,766.000 DAY	_____.	_____.
0238	643.0910 Traffic Control Covering Signs Type I	36.000 EACH	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20230808002 Project(s): 5090-05-60, 5090-05-61, 5090-05-71, 5090-05-72

Federal ID(s): N/A, N/A, WISC 2023576, WISC 2023577

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0240	643.0920 Traffic Control Covering Signs Type II	322.000 EACH	_____.	_____.
0242	643.1050 Traffic Control Signs PCMS	51.000 DAY	_____.	_____.
0244	643.3105 Temporary Marking Line Paint 4-Inch	29,225.000 LF	_____.	_____.
0246	643.3150 Temporary Marking Line Removable Tape 4-Inch	1,885.000 LF	_____.	_____.
0248	643.3205 Temporary Marking Line Paint 8-Inch	2,281.000 LF	_____.	_____.
0250	643.3250 Temporary Marking Line Removable Tape 8-Inch	609.000 LF	_____.	_____.
0252	643.3805 Temporary Marking Stop Line Paint 18-Inch	261.000 LF	_____.	_____.
0254	643.3905 Temporary Marking Diagonal Paint 12-Inch	553.000 LF	_____.	_____.
0256	643.5000 Traffic Control	1.000 EACH	_____.	_____.
0258	644.1410 Temporary Pedestrian Surface Asphalt	5,255.000 SF	_____.	_____.
0260	644.1430 Temporary Pedestrian Surface Plate	14,813.000 SF	_____.	_____.
0262	644.1601 Temporary Pedestrian Curb Ramp	6,051.000 DAY	_____.	_____.
0264	644.1605 Temporary Pedestrian Detectable Warning Field	653.000 SF	_____.	_____.
0266	644.1810 Temporary Pedestrian Barricade	22,947.000 LF	_____.	_____.
0268	645.0112 Geotextile Type DF Schedule B	5,847.000 SY	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20230808002 Project(s): 5090-05-60, 5090-05-61, 5090-05-71, 5090-05-72

Federal ID(s): N/A, N/A, WISC 2023576, WISC 2023577

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0270	645.0130 Geotextile Type R	10.000 SY	_____.	_____.
0272	645.0220 Geogrid Type SR	84,863.000 SY	_____.	_____.
0274	646.1020 Marking Line Epoxy 4-Inch	28,658.000 LF	_____.	_____.
0276	646.3020 Marking Line Epoxy 8-Inch	2,151.000 LF	_____.	_____.
0278	646.5020 Marking Arrow Epoxy	106.000 EACH	_____.	_____.
0280	646.5120 Marking Word Epoxy	7.000 EACH	_____.	_____.
0282	646.6120 Marking Stop Line Epoxy 18-Inch	245.000 LF	_____.	_____.
0284	646.6464 Cold Weather Marking Epoxy 4-Inch	12,399.000 LF	_____.	_____.
0286	646.6468 Cold Weather Marking Epoxy 8-Inch	860.000 LF	_____.	_____.
0288	646.7120 Marking Diagonal Epoxy 12-Inch	1,318.000 LF	_____.	_____.
0290	646.7520 Marking Crosswalk Epoxy Block Style 24-Inch	4,089.000 LF	_____.	_____.
0292	646.8220 Marking Island Nose Epoxy	12.000 EACH	_____.	_____.
0294	646.9010 Marking Removal Line Water Blasting 4-Inch	460.000 LF	_____.	_____.
0296	650.4000 Construction Staking Storm Sewer	297.000 EACH	_____.	_____.
0298	650.4500 Construction Staking Subgrade	15,847.000 LF	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20230808002 Project(s): 5090-05-60, 5090-05-61, 5090-05-71, 5090-05-72

Federal ID(s): N/A, N/A, WISC 2023576, WISC 2023577

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0300	650.5000 Construction Staking Base	15,847.000 LF	_____.	_____.
0302	650.5500 Construction Staking Curb Gutter and Curb & Gutter	28,061.000 LF	_____.	_____.
0304	650.6501 Construction Staking Structure Layout (structure) 01. STA. 63+23, RT	1.000 EACH	_____.	_____.
0306	650.6501 Construction Staking Structure Layout (structure) 02. STA. 65+68, RT	1.000 EACH	_____.	_____.
0308	650.8501 Construction Staking Electrical Installations (project) 01. 5090-05-60	1.000 EACH	_____.	_____.
0310	650.8501 Construction Staking Electrical Installations (project) 02. 5090-05-71	1.000 EACH	_____.	_____.
0312	650.9000 Construction Staking Curb Ramps	155.000 EACH	_____.	_____.
0314	650.9500 Construction Staking Sidewalk (project) 01. 5090-05-60	1.000 EACH	_____.	_____.
0316	650.9500 Construction Staking Sidewalk (project) 02. 5090-05-71	1.000 EACH	_____.	_____.
0318	650.9911 Construction Staking Supplemental Control (project) 01. 5090-05-60	1.000 EACH	_____.	_____.
0320	650.9911 Construction Staking Supplemental Control (project) 02. 5090-05-71	1.000 EACH	_____.	_____.
0322	650.9920 Construction Staking Slope Stakes	15,847.000 LF	_____.	_____.
0324	652.0225 Conduit Rigid Nonmetallic Schedule 40 2-Inch	17,309.000 LF	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20230808002 Project(s): 5090-05-60, 5090-05-61, 5090-05-71, 5090-05-72

Federal ID(s): N/A, N/A, WISC 2023576, WISC 2023577

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0326	652.0235 Conduit Rigid Nonmetallic Schedule 40 3-Inch	2,505.000 LF	_____.	_____.
0328	653.0164 Pull Boxes Non-Conductive 24x42-Inch	59.000 EACH	_____.	_____.
0330	653.0905 Removing Pull Boxes	22.000 EACH	_____.	_____.
0332	654.0101 Concrete Bases Type 1	17.000 EACH	_____.	_____.
0334	654.0102 Concrete Bases Type 2	6.000 EACH	_____.	_____.
0336	654.0105 Concrete Bases Type 5	96.000 EACH	_____.	_____.
0338	654.0110 Concrete Bases Type 10	8.000 EACH	_____.	_____.
0340	654.0217 Concrete Control Cabinet Bases Type 9 Special	3.000 EACH	_____.	_____.
0342	654.0224 Concrete Control Cabinet Bases Type L24	4.000 EACH	_____.	_____.
0344	655.0230 Cable Traffic Signal 5-14 AWG	894.000 LF	_____.	_____.
0346	655.0240 Cable Traffic Signal 7-14 AWG	1,593.000 LF	_____.	_____.
0348	655.0260 Cable Traffic Signal 12-14 AWG	3,119.000 LF	_____.	_____.
0350	655.0305 Cable Type UF 2-12 AWG Grounded	1,359.000 LF	_____.	_____.
0352	655.0510 Electrical Wire Traffic Signals 12 AWG	2,792.000 LF	_____.	_____.
0354	655.0610 Electrical Wire Lighting 12 AWG	21,972.000 LF	_____.	_____.





Proposal Schedule of Items

Proposal ID: 20230808002 Project(s): 5090-05-60, 5090-05-61, 5090-05-71, 5090-05-72

Federal ID(s): N/A, N/A, WISC 2023576, WISC 2023577

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0356	655.0615 Electrical Wire Lighting 10 AWG	2,334.000 LF	_____.	_____.
0358	655.0620 Electrical Wire Lighting 8 AWG	10,864.000 LF	_____.	_____.
0360	655.0625 Electrical Wire Lighting 6 AWG	45,060.000 LF	_____.	_____.
0362	655.0630 Electrical Wire Lighting 4 AWG	1,959.000 LF	_____.	_____.
0364	656.0201 Electrical Service Meter Breaker Pedestal (location) 01. STH 33 and Draper Street	1.000 EACH	_____.	_____.
0366	656.0201 Electrical Service Meter Breaker Pedestal (location) 02. STH 33 and Broadway	1.000 EACH	_____.	_____.
0368	656.0201 Electrical Service Meter Breaker Pedestal (location) 03. STH 33 and East Street	1.000 EACH	_____.	_____.
0370	656.0201 Electrical Service Meter Breaker Pedestal (location) 04. STH 33 and Cedar Street	1.000 EACH	_____.	_____.
0372	656.0201 Electrical Service Meter Breaker Pedestal (location) 05. LLC-A, LLC-B, and LLC-C	3.000 EACH	_____.	_____.
0374	657.0100 Pedestal Bases	11.000 EACH	_____.	_____.
0376	657.0255 Transformer Bases Breakaway 11 1/2-Inch Bolt Circle	103.000 EACH	_____.	_____.
0378	657.0315 Poles Type 4	6.000 EACH	_____.	_____.
0380	657.0321 Poles Type 5-Steel	1.000 EACH	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20230808002 Project(s): 5090-05-60, 5090-05-61, 5090-05-71, 5090-05-72

Federal ID(s): N/A, N/A, WISC 2023576, WISC 2023577

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0382	657.0322 Poles Type 5-Aluminum	79.000 EACH	_____.	_____.
0384	657.0345 Poles Type 9	1.000 EACH	_____.	_____.
0386	657.0346 Poles Type 9-Over Height	1.000 EACH	_____.	_____.
0388	657.0350 Poles Type 10	1.000 EACH	_____.	_____.
0390	657.0351 Poles Type 10-Over Height	5.000 EACH	_____.	_____.
0392	657.0420 Traffic Signal Standards Aluminum 13-FT	7.000 EACH	_____.	_____.
0394	657.0425 Traffic Signal Standards Aluminum 15-FT	3.000 EACH	_____.	_____.
0396	657.0430 Traffic Signal Standards Aluminum 10-FT	1.000 EACH	_____.	_____.
0398	657.0515 Monotube Arms 15-FT	2.000 EACH	_____.	_____.
0400	657.0520 Monotube Arms 20-FT	2.000 EACH	_____.	_____.
0402	657.0530 Monotube Arms 30-FT	4.000 EACH	_____.	_____.
0404	657.0605 Luminaire Arms Single Member 4 1/2-Inch Clamp 4-FT	16.000 EACH	_____.	_____.
0406	657.0610 Luminaire Arms Single Member 4 1/2-Inch Clamp 6-FT	79.000 EACH	_____.	_____.
0408	657.0614 Luminaire Arms Single Member 4-Inch Clamp 8-FT	6.000 EACH	_____.	_____.
0410	657.0615 Luminaire Arms Single Member 4 1/2-Inch Clamp 8-FT	1.000 EACH	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20230808002 Project(s): 5090-05-60, 5090-05-61, 5090-05-71, 5090-05-72

Federal ID(s): N/A, N/A, WISC 2023576, WISC 2023577

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0412	657.0808 Luminaire Arms Steel 8-FT	6.000 EACH	_____.	_____.
0414	658.0173 Traffic Signal Face 3S 12-Inch	30.000 EACH	_____.	_____.
0416	658.0174 Traffic Signal Face 4S 12-Inch	8.000 EACH	_____.	_____.
0418	658.0416 Pedestrian Signal Face 16-Inch	18.000 EACH	_____.	_____.
0420	658.0500 Pedestrian Push Buttons	18.000 EACH	_____.	_____.
0422	658.5070 Signal Mounting Hardware (location) 01. STH 33 and Draper Street	1.000 EACH	_____.	_____.
0424	658.5070 Signal Mounting Hardware (location) 02. STH 33 and Broadway Avenue	1.000 EACH	_____.	_____.
0426	658.5070 Signal Mounting Hardware (location) 03. STH 33 and East Avenue	1.000 EACH	_____.	_____.
0428	659.1120 Luminaires Utility LED B	16.000 EACH	_____.	_____.
0430	659.2124 Lighting Control Cabinets 120/240 24-Inch	4.000 EACH	_____.	_____.
0432	659.5000.S Lamp, Ballast, LED, Switch Disposal by Contractor	48.000 EACH	_____.	_____.
0434	671.0112 Conduit HDPE 1-Duct 2-Inch	5,100.000 LF	_____.	_____.
0436	673.0105 Communication Vault Type 1	7.000 EACH	_____.	_____.
0438	690.0150 Sawing Asphalt	3,146.000 LF	_____.	_____.
0440	690.0250 Sawing Concrete	4,547.000 LF	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20230808002 Project(s): 5090-05-60, 5090-05-61, 5090-05-71, 5090-05-72

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SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0442	740.0440 Incentive IRI Ride	9,870.000 DOL	1.00000	9,870.00
0444	ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR	3,000.000 HRS	5.00000	15,000.00
0446	ASP.1T0G On-the-Job Training Graduate at \$5.00/HR	2,175.000 HRS	5.00000	10,875.00
0448	SPV.0035 Special 01. Imported Granular Backfill (For Sanitary Sewer)	250.000 CY	_____.	_____.
0450	SPV.0035 Special 02. Imported Granular Backfill (For Water Main)	1,200.000 CY	_____.	_____.
0452	SPV.0060 Special 01. Remove Existing Valve Box	18.000 EACH	_____.	_____.
0454	SPV.0060 Special 02. Remove Existing Concrete Structure	2.000 EACH	_____.	_____.
0456	SPV.0060 Special 03. Remove Existing Hydrant	4.000 EACH	_____.	_____.
0458	SPV.0060 Special 04. Construction Staking Sanitary Sewer	1.000 EACH	_____.	_____.
0460	SPV.0060 Special 05. Construction Staking Water Main	1.000 EACH	_____.	_____.
0462	SPV.0060 Special 06. Sanitary Sewer Manhole	1.000 EACH	_____.	_____.
0464	SPV.0060 Special 07. Adjust Existing Sanitary Manhole	3.000 EACH	_____.	_____.
0466	SPV.0060 Special 08. Connect To Existing Sanitary Sewer Manhole	1.000 EACH	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20230808002 Project(s): 5090-05-60, 5090-05-61, 5090-05-71, 5090-05-72

Federal ID(s): N/A, N/A, WISC 2023576, WISC 2023577

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0468	SPV.0060 Special 09. Water Meter Structure With Bypass	1.000 EACH	_____.	_____.
0470	SPV.0060 Special 10. Adjust Existing Valve Box	1.000 EACH	_____.	_____.
0472	SPV.0060 Special 11. Plug 8-Inch	1.000 EACH	_____.	_____.
0474	SPV.0060 Special 12. Hydrant	7.000 EACH	_____.	_____.
0476	SPV.0060 Special 13. Valve & Box 10-Inch	9.000 EACH	_____.	_____.
0478	SPV.0060 Special 14. Valve & Box 8-Inch	10.000 EACH	_____.	_____.
0480	SPV.0060 Special 15. Valve & Box 6-Inch	7.000 EACH	_____.	_____.
0482	SPV.0060 Special 16. Tee 10-Inch X 8-Inch X 10-Inch	5.000 EACH	_____.	_____.
0484	SPV.0060 Special 17. Tee 10-Inch X 6-Inch X 10-Inch	4.000 EACH	_____.	_____.
0486	SPV.0060 Special 18. Tee 8-Inch X 8-Inch X 8-Inch	3.000 EACH	_____.	_____.
0488	SPV.0060 Special 19. Tee 8-Inch X 6-Inch X 8-Inch	3.000 EACH	_____.	_____.
0490	SPV.0060 Special 20. Bend 45 Degree 10-Inch	12.000 EACH	_____.	_____.
0492	SPV.0060 Special 21. Bend 90 Degree 8-Inch	4.000 EACH	_____.	_____.
0494	SPV.0060 Special 22. Bend 45 Degree 8-Inch	10.000 EACH	_____.	_____.
0496	SPV.0060 Special 23. Reducer 10-Inch X 8-Inch	2.000 EACH	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20230808002 Project(s): 5090-05-60, 5090-05-61, 5090-05-71, 5090-05-72

Federal ID(s): N/A, N/A, WISC 2023576, WISC 2023577

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0498	SPV.0060 Special 24. Reducer 8-Inch X 6-Inch	5.000 EACH	_____.	_____.
0500	SPV.0060 Special 25. Sanitary Sewer Wye 8-Inch X 6-Inch W/Tracer Wire & Terminal Box	5.000 EACH	_____.	_____.
0502	SPV.0060 Special 26. Corporation, Curb Stop, Box, & Reconnect 2-Inch	2.000 EACH	_____.	_____.
0504	SPV.0060 Special 27. Corporation, Curb Stop, Box, & Reconnect 1-Inch	37.000 EACH	_____.	_____.
0506	SPV.0060 Special 28. Connect To Existing Water Main	6.000 EACH	_____.	_____.
0508	SPV.0060 Special 29. Abandon Existing Water Main	5.000 EACH	_____.	_____.
0510	SPV.0060 Special 30. Poles Type 5M- Aluminum	16.000 EACH	_____.	_____.
0512	SPV.0060 Special 31. Festoon Receptacle and 45-Foot of 12 AWG Wire	16.000 EACH	_____.	_____.
0514	SPV.0060 Special 32. Banner Arm	32.000 EACH	_____.	_____.
0516	SPV.0060 Special 33. Flag Holder	16.000 EACH	_____.	_____.
0518	SPV.0060 Special 34. Planter Bracket	16.000 EACH	_____.	_____.
0520	SPV.0060 Special 37. Abandon Existing Water Service, City	17.000 EACH	_____.	_____.
0522	SPV.0060 Special 38. Abandon Existing Sanitary Service, City	31.000 EACH	_____.	_____.
0524	SPV.0060 Special 39. Gate Valve and Box 4-Inch, City	1.000 EACH	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20230808002 Project(s): 5090-05-60, 5090-05-61, 5090-05-71, 5090-05-72

Federal ID(s): N/A, N/A, WISC 2023576, WISC 2023577

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0526	SPV.0060 Special 40. Gate Valve and Box 6-Inch, City	32.000 EACH	_____.	_____.
0528	SPV.0060 Special 41. Gate Valve and Box 8-Inch, City	44.000 EACH	_____.	_____.
0530	SPV.0060 Special 42. Gate Valve and Box 10-Inch, City	15.000 EACH	_____.	_____.
0532	SPV.0060 Special 43. Gate Valve and Box 12-Inch, City	2.000 EACH	_____.	_____.
0534	SPV.0060 Special 44. Hydrant, City	29.000 EACH	_____.	_____.
0536	SPV.0060 Special 45. Curb Stop & Box 1-Inch, City	148.000 EACH	_____.	_____.
0538	SPV.0060 Special 46. Curb Stop & Box 2-Inch, City	8.000 EACH	_____.	_____.
0540	SPV.0060 Special 47. Corporation 1-Inch, City	148.000 EACH	_____.	_____.
0542	SPV.0060 Special 48. Corporation 2-Inch, City	8.000 EACH	_____.	_____.
0544	SPV.0060 Special 49. Connect to Existing Water Service, City	156.000 EACH	_____.	_____.
0546	SPV.0060 Special 50. Connect to Existing Water Main, Temporary, City	3.000 EACH	_____.	_____.
0548	SPV.0060 Special 51. Connect to Existing Water Main, City	26.000 EACH	_____.	_____.
0550	SPV.0060 Special 52. Lower Water Main, City	12.000 EACH	_____.	_____.
0552	SPV.0060 Special 53. Remove Hydrant, City	23.000 EACH	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20230808002 Project(s): 5090-05-60, 5090-05-61, 5090-05-71, 5090-05-72

Federal ID(s): N/A, N/A, WISC 2023576, WISC 2023577

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0554	SPV.0060 Special 54. Abandon Existing Water System, City	1.000 EACH	_____.	_____.
0556	SPV.0060 Special 55. Construction Staking Water Main, City	1.000 EACH	_____.	_____.
0558	SPV.0060 Special 56. Remove Sanitary Manholes, City	37.000 EACH	_____.	_____.
0560	SPV.0060 Special 57. Replace Sanitary Service Wye, 8-Inch x 4-Inch, City	2.000 EACH	_____.	_____.
0562	SPV.0060 Special 58. Sanitary Manholes 4-FT Diameter, City	40.000 EACH	_____.	_____.
0564	SPV.0060 Special 59. Sanitary Manholes 5-FT Diameter, City	2.000 EACH	_____.	_____.
0566	SPV.0060 Special 60. Sanitary Manhole Outside Drop Section, City	5.000 EACH	_____.	_____.
0568	SPV.0060 Special 61. Connect to Existing Sanitary Structure, City	6.000 EACH	_____.	_____.
0570	SPV.0060 Special 62. Connect to Existing Sanitary Sewer, City	25.000 EACH	_____.	_____.
0572	SPV.0060 Special 63. Connect to Existing Sanitary Sewer Service, City	149.000 EACH	_____.	_____.
0574	SPV.0060 Special 64. Sanitary Service Wye, 8-Inch x 4-Inch, City	93.000 EACH	_____.	_____.
0576	SPV.0060 Special 65. Sanitary Service Wye, 8-Inch x 6-Inch, City	12.000 EACH	_____.	_____.
0578	SPV.0060 Special 66. Sanitary Service Wye, 8-Inch x 8-Inch, City	1.000 EACH	_____.	_____.





Proposal Schedule of Items

Proposal ID: 20230808002 Project(s): 5090-05-60, 5090-05-61, 5090-05-71, 5090-05-72

Federal ID(s): N/A, N/A, WISC 2023576, WISC 2023577

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0580	SPV.0060 Special 67. Sanitary Service Wye, 10-Inch x 4-Inch, City	12.000 EACH	_____.	_____.
0582	SPV.0060 Special 68. Sanitary Service Wye, 12-Inch x 4-Inch, City	27.000 EACH	_____.	_____.
0584	SPV.0060 Special 69. Sanitary Service Wye, 12-Inch x 6-Inch, City	1.000 EACH	_____.	_____.
0586	SPV.0060 Special 70. Salvaged Manhole Covers, City	1.000 EACH	_____.	_____.
0588	SPV.0060 Special 71. Abandon Existing Sewer System, City	1.000 EACH	_____.	_____.
0590	SPV.0060 Special 72. Construction Staking Sanitary Sewer, City	1.000 EACH	_____.	_____.
0592	SPV.0060 Special 73. Remove, Disassemble, and Salvage Traffic Signals, STH 33 & Draper Street	1.000 EACH	_____.	_____.
0594	SPV.0060 Special 74. Remove, Disassemble, and Salvage Traffic Signals, STH 33 & Broadway	1.000 EACH	_____.	_____.
0596	SPV.0060 Special 75. Remove, Disassemble, and Salvage Traffic Signals, STH 33 & East Street	1.000 EACH	_____.	_____.
0598	SPV.0060 Special 76. Furnish and Install Traffic Signal Cabinet and Controller, STH 33 & Draper	1.000 EACH	_____.	_____.
0600	SPV.0060 Special 77. Furnish and Install Traffic Signal Cabinet and Controller, STH 33 & Broadway	1.000 EACH	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20230808002 Project(s): 5090-05-60, 5090-05-61, 5090-05-71, 5090-05-72

Federal ID(s): N/A, N/A, WISC 2023576, WISC 2023577

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0602	SPV.0060 Special 78. Furnish and Install Traffic Signal Cabinet and Controller, STH 33 & East	1.000 EACH	_____.	_____.
0604	SPV.0060 Special 79. Furnish and Install Video Vehicle Detection System, STH 33 & Draper Street	1.000 EACH	_____.	_____.
0606	SPV.0060 Special 80. Furnish and Install Video Vehicle Detection System, STH 33 & Broadway	1.000 EACH	_____.	_____.
0608	SPV.0060 Special 81. Furnish and Install Video Vehicle Detection System, STH 33 & East Street	1.000 EACH	_____.	_____.
0610	SPV.0060 Special 90. Storm Sewer Tap	2.000 EACH	_____.	_____.
0612	SPV.0060 Special 91. Inlet Covers Type H-D	11.000 EACH	_____.	_____.
0614	SPV.0060 Special 92. Remove and Reinstall Existing Rectangular Rapid Flashing Beacon	6.000 EACH	_____.	_____.
0616	SPV.0060 Special 93. Remove and Repair Existing Stone Retaining Wall	1.000 EACH	_____.	_____.
0618	SPV.0060 Special 94. Wall Pier Connection	2.000 EACH	_____.	_____.
0620	SPV.0060 Special 95. Adjusting Manhole Covers	122.000 EACH	_____.	_____.
0622	SPV.0060 Special 96. Field Facilities Office Space	1.000 EACH	_____.	_____.
0624	SPV.0060 Special 97. LED Luminaire	90.000 EACH	_____.	_____.
0626	SPV.0085 Special 01. Water Main Fittings, City	9,586.000 LB	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20230808002 Project(s): 5090-05-60, 5090-05-61, 5090-05-71, 5090-05-72

Federal ID(s): N/A, N/A, WISC 2023576, WISC 2023577

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0628	SPV.0090 Special 01. Remove Existing Water Main	140.000 LF	_____.	_____.
0630	SPV.0090 Special 02. Sanitary Sewer Pipe PVC 8-Inch	224.000 LF	_____.	_____.
0632	SPV.0090 Special 03. Water Main Ductile Iron 10-Inch	2,167.000 LF	_____.	_____.
0634	SPV.0090 Special 04. Water Main Ductile Iron 8-Inch	668.000 LF	_____.	_____.
0636	SPV.0090 Special 05. Water Main Ductile Iron 6-Inch	189.000 LF	_____.	_____.
0638	SPV.0090 Special 06. Sanitary Sewer Lateral PVC 6-Inch	100.000 LF	_____.	_____.
0640	SPV.0090 Special 07. Water Service Copper 2-Inch	80.000 LF	_____.	_____.
0642	SPV.0090 Special 08. Water Service Copper 1-Inch	1,263.000 LF	_____.	_____.
0644	SPV.0090 Special 20. Water Main 4-Inch, City	51.000 LF	_____.	_____.
0646	SPV.0090 Special 21. Water Main 6-Inch, City	680.000 LF	_____.	_____.
0648	SPV.0090 Special 22. Water Main 8-Inch, City	9,089.000 LF	_____.	_____.
0650	SPV.0090 Special 23. Water Main 10-Inch, City	2,535.000 LF	_____.	_____.
0652	SPV.0090 Special 24. Water Main 12-Inch, City	107.000 LF	_____.	_____.
0654	SPV.0090 Special 25. Water Service Copper Type K, 1-Inch, City	4,742.000 LF	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20230808002 Project(s): 5090-05-60, 5090-05-61, 5090-05-71, 5090-05-72

Federal ID(s): N/A, N/A, WISC 2023576, WISC 2023577

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0656	SPV.0090 Special 26. Water Service Copper Type K, 2-Inch, City	211.000 LF	_____.	_____.
0658	SPV.0090 Special 27. Sanitary Sewer PVC 6-Inch, City	5.000 LF	_____.	_____.
0660	SPV.0090 Special 28. Sanitary Sewer PVC 8-Inch, City	5,705.000 LF	_____.	_____.
0662	SPV.0090 Special 29. Sanitary Sewer PVC 10-Inch, City	819.000 LF	_____.	_____.
0664	SPV.0090 Special 30. Sanitary Sewer PVC 12-Inch, City	1,540.000 LF	_____.	_____.
0666	SPV.0090 Special 31. Sanitary Service PVC 4-Inch, City	4,486.000 LF	_____.	_____.
0668	SPV.0090 Special 32. Sanitary Service PVC 6-Inch, City	469.000 LF	_____.	_____.
0670	SPV.0090 Special 33. Sanitary Service PVC 8-Inch, City	30.000 LF	_____.	_____.
0672	SPV.0165 Special 01. Rigid Insulation, 4-FT X 8-FT X 2-Inch	1,000.000 SF	_____.	_____.
0674	SPV.0165 Special 10. Insulation, City	2,176.000 SF	_____.	_____.
0676	SPV.0165 Special 20. Wall Modular Block Gravity Landscape (STA. 63+23, RT)	125.000 SF	_____.	_____.
0678	SPV.0165 Special 21. Wall Modular Block Gravity Landscape (STA. 65+68, RT)	45.000 SF	_____.	_____.
0680	SPV.0060 Special 98. Temporary BABA Project Sign	2.000 EACH	_____.	_____.



Proposal Schedule of Items

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Proposal ID: 20230808002 Project(s): 5090-05-60, 5090-05-61, 5090-05-71, 5090-05-72

Federal ID(s): N/A, N/A, WISC 2023576, WISC 2023577

Section: 0001 Total: \_\_\_\_\_.

Total Bid: \_\_\_\_\_.

