

**HIGHWAY WORK PROPOSAL**Wisconsin Department of Transportation  
DT1502 10/2010 s.66.29(7) Wis. Stats.

Proposal Number:

**15**

<u>COUNTY</u>	<u>STATE PROJECT ID</u>	<u>FEDERAL PROJECT ID</u>	<u>PROJECT DESCRIPTION</u>	<u>HIGHWAY</u>
Milwaukee	2025-01-72		West Capitol Drive (STH 190) 12 Connecting Highway Intersections	STH 190
Milwaukee	2585-00-70	WISC 2017 165	North 92 <sup>nd</sup> Street West Capitol Drive to West Hampton Avenue	Local Street
Milwaukee	2595-08-70	WISC 2017 166	North 60 <sup>th</sup> Street / West Hampton Avenue 11 Local Street Intersections	Non-Highway

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

Proposal Guaranty Required, \$ 100,000.00 Payable to: Wisconsin Department of Transportation	Attach Proposal Guaranty on back of this PAGE.
Bid Submittal Due Date: April 11, 2017 Time (Local Time): 9:00 AM	Firm Name, Address, City, State, Zip Code
Contract Completion Time October 15, 2018	<b>SAMPLE</b> <b>NOT FOR BIDDING PURPOSES</b>
Assigned Disadvantaged Business Enterprise Goal <b>20%</b>	This contract is exempt from federal oversight.

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

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

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

\_\_\_\_\_  
(Signature, Notary Public, State of Wisconsin)\_\_\_\_\_  
(Print or Type Name, Notary Public, State Wisconsin)\_\_\_\_\_  
(Date Commission Expires)

Notary Seal

\_\_\_\_\_  
(Bidder Signature)\_\_\_\_\_  
(Print or Type Bidder Name)\_\_\_\_\_  
(Bidder Title)**For Department Use Only**

Type of Work Pavement removal, grading, base aggregate dense, concrete pavement, concrete sidewalk, pavement marking, storm sewer, bioswales, plantings, monotube traffic signals, and restoration.	
Notice of Award Dated	Date Guaranty Returned

**PLEASE ATTACH  
PROPOSAL GUARANTY HERE**

**Effective with November 2007 Letting**

**PROPOSAL REQUIREMENTS AND CONDITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

## Effective with August 2015 Letting

### BID PREPARATION

#### Preparing the Proposal Schedule of Items

##### A General

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

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

The contractor is responsible for reviewing this web site for general notices as well as information regarding proposals in each letting. The department will also post special notices of all addenda to each proposal through this web site no later than 4:00 P.M. local time on the Thursday before the letting. Check the department's web site after 5:00 P.M. 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 P.M. 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:  
<http://wisconsindot.gov/Pages/doing-bus/contractors/hcci/bid-let.aspx>

or by calling the department at (608) 266-1631. Addenda can ONLY be obtained from the departments web site listed above or by picking up the addenda at the Bureau of Highway Construction, Room 601, 4802 Sheboygan Avenue, Madison, WI, during regular business hours.

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

## **B Submitting Electronic Bids**

### **B.1 On the Internet**

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

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

- (1) Download the latest schedule of items from the Wisconsin pages of the Bid Express<sup>TM</sup> web site reflecting the latest addenda posted on the department's web site at:  
<http://wisconsindot.gov/Pages/doing-bus/contractors/hcci/bid-let.aspx>

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

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

**Bidder**

**Name**

**BN00**

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

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

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

### **C Waiver of Electronic Submittal**

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

# PROPOSAL BID BOND

DT1303 1/2006

Wisconsin Department of Transportation

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

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

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

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

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

## PRINCIPAL

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

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

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

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

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

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

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

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

## NOTARY FOR PRINCIPAL

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

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

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

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

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

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

**Notary Seal**

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

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

## NOTARY FOR SURETY

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

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

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

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

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

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

**Notary Seal**

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





# CERTIFICATE OF ANNUAL BID BOND

DT1305 8/2003

Wisconsin Department of Transportation

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

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

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

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

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

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



## March 2010

## LIST OF SUBCONTRACTORS

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

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

[illegible]

**DECEMBER 2000**

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

Instructions for Certification

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

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

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

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

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

## Special Provisions

### Table of Contents

Article	Description	Page #
1.	General.....	4
2.	Scope of Work. ....	4
3.	Prosecution and Progress.....	4
4.	Traffic. ....	10
5.	Holiday Work Restrictions. ....	14
6.	Railroad Insurance and Coordination. ....	14
7.	Utilities.....	15
8.	Additional Work Done By Others. ....	29
9.	Hauling Restrictions.....	29
10.	Notice to Contractor – Work within County Highway R.O.W.....	29
11.	Notice to Contractor – Restoration within City of Milwaukee R.O.W. ....	29
12.	Notice to Contractor – Work without a Construction Permit. ....	29
13.	Notice to Contractor – Survey. ....	29
14.	Notice to Contractor – Emerald Ash Borer.....	30
15.	Notice to Contractor – Archaeological / Burial Site(s) Construction ID 2595-08-70.....	33
16.	Notice to Contractor – Hazardous Material Construction ID 2595-08-70. ....	33
17.	Notice to Contractor – Federal Aviation Administration / Bureau of Aeronautics. ....	34
18.	Erosion Control.....	34
19.	Public Convenience and Safety. ....	35
20.	Tree and Planting Area Protection.....	35
21.	Excavation, Hauling, and Disposal of Petroleum Contaminated Soil, Item 205.0501.S (Construction ID 2025-01-72).....	40
22.	Excavation, Hauling, and Disposal of Petroleum Contaminated Soil, Item 205.0501.S (Construction ID 2585-00-70).....	45
23.	QMP Base Aggregate. ....	49
24.	Base Aggregate Dense 1¼-Inch for Lower Base Layers.....	57
25.	Stamping Colored Concrete, Item 405.1000.....	57
26.	Protection of Concrete. ....	57
27.	Concrete Identification Stamping. ....	57
28.	Drilled Tie Bars.....	58
29.	QMP Ride Quality. ....	58
30.	Tack Coat.....	58
31.	Temporary Roadway Maintenance. ....	58
32.	Concrete Aggregates.....	58
33.	Construction Trenches.....	58
34.	Removing Concrete Driveway Approaches and Concrete Sidewalk. ....	58
35.	Adjusting Manhole Covers. ....	59
36.	Pipe Underdrain 8-Inch, Item 612.0108. ....	59

37.	Pipe Underdrain Unperforated 6-Inch, Item 612.0206.	60
38.	Fence Safety, Item 616.0700.S.	60
39.	Landmark Reference Monuments, Item 621.0100.	61
40.	Dust Control Implementation Plan.	62
41.	Sod Lawn.	64
42.	Furnishing and Planting Plant Materials.	64
43.	Landscape Planting Surveillance and Care Cycles.	64
44.	Field Office.	65
45.	Coordination with Milwaukee County Transit (MCTS).	65
46.	Temporary Pedestrian Surface Asphalt, Item 644.1410.S; Temporary Pedestrian Surface Plate, Item 644.1430.S.	65
47.	Pedestrian and Bicycle Accommodations in Temporary Work Zone.	66
48.	Construction Staking.	67
49.	Construction Staking Electrical Installations, Item 650.8500.	67
50.	Conduit Rigid Nonmetallic Schedule 40 2-Inch, Item 652.0225; Conduit Rigid Nonmetallic Schedule 40 2 ½-Inch, Item 652.0230; Schedule 40 3-Inch, Item 652.0235.	67
51.	Conduit Rigid Nonmetallic Schedule 80 2 ½-Inch, Item 652.0330; Schedule 80 3-Inch, Item 652.0335.	68
52.	Conduit Special 2½-Inch, Item 652.0610.	69
53.	Concrete Bases Type 10, Item 654.0110; Concrete Base Type 13, Item 654.0113.	69
54.	Engineered Soil, Item SPV.0035.01.	70
55.	Bedding Layer, Item SPV.0035.02.	71
56.	Storage Layer, Item SPV.0035.03.	71
57.	Concrete Base Type 10 Special, Item SPV.0060.01.	72
58.	Monotube Arm 20-FT, Item SPV.0060.02; Monotube Arm 25-FT, Item SPV.0060.03; Monotube Arm 30-FT, Item SPV.0060.04; Monotube Arm 35-FT, Item SPV.0060.05; Monotube Arm 40-FT, Item SPV.0060.06; Monotube Arm 45-FT, Item SPV.0060.07; Monotube Arm 50-FT, Item SPV.0060.08; Monotube Arm 55-FT, Item SPV.0060.09.	73
59.	Pole Type 9, Item SPV.0060.10; Pole Type 10, Item SPV.0060.11.	75
60.	Pole Type 12, Item SPV.0060.12; Pole Type 12 Special, Item SPV.0060.13; Pole Type 13, Item SPV.0060.14; Pole Type 13 Special, Item SPV.0060.15.	76
61.	Fiberglass/Polymer Concrete Pull Boxes 13-Inch x 24-Inch x 24-Inch; Item SPV.0060.16.	78
62.	Fiberglass/Polymer Concrete Pull Boxes 17-Inch x 30-Inch x 24-Inch; Item SPV.0060.17.	79
63.	Utility Line Opening (ULO), Item SPV.0060.18.	80
64.	Manhole Cover, Type 58A, Item SPV.0060.20; Storm Inlet, Type 45A, Item SPV.0060.21; Inlet Cover, Type 55, Item SPV.0060.22; Inlet Cover, Type 57, Item SPV.0060.23.	81
65.	Internal Sanitary Manhole Seal, Item SPV.0060.24.	81
66.	Adjusting Water Valve Box, Item SPV.0060.25.	82
67.	Informational Sign Post, Item SPV.0060.26.	83
68.	8-Inch PVC Standpipe with Dome Grate, Item SPV.0060.27.	84
69.	6-Inch Cleanout, Item SPV.0060.28.	85



70.	Black Eyed Susan #1 CG, Item SPV.0060.29; Blue Wonder Catmint #1 CG, SPV.0060.30; Dwarf Daylilies Happy Returns #1 CG, Item SPV.0060.31; Karl Foerster Grass #1 CG, Item SPV.0060.32; Little Bunny Grass #1 CG, Item SPV.0060.33; Purple Coneflower #1 CG, Item SPV.0060.34; Russian Sage #1 CG, Item SPV.0060.35; Shasta Daisy #1 CG, Item SPV.0060.36. ....	85
71.	Inlet Frame and Grate, SPV.0060.37. ....	86
72.	Storm Sewer Pipe Coupling 8-Inch, Item SPV.0060.38. ....	87
73.	4-Foot Diameter Manhole Type TES, Item SPV.0060.39. ....	88
74.	Skid/Slip Resistant Green Preformed Thermoplastic Integrated Bike Lane Symbol, Item SPV.0060.40; Skid/Slip Resistant Green Preformed Thermoplastic Integrated Bike Lane Arrow, Item SPV.0060.41. ....	89
75.	Construction Staking Curb Ramp, Item SPV.0060.42. ....	92
76.	Signature Bed, Item SPV.0060.43. ....	92
77.	Cloud Nine Switch Grass #1 CG, Item SPV.0060.44; Dwarf Korean Lilac #3 CG, Item SPV.0060.45; Woods Pastel Aster #1 CG, Item SPV.0060.46. ....	93
78.	Luminaire Utility LED 95W Type 2, Item SPV.0060.47; Luminaire Utility LED 164W Type 2, Item SPV.0060.48. ....	94
79.	Poles Type 5A-Aluminum 25-Ft. SPV.0060.49. ....	97
80.	Construction Staking Concrete Sidewalk, Item SPV.0090.01. ....	97
81.	Concrete Curb & Gutter Integral 19-Inch, Item SPV.0090.02. ....	99
82.	6-Duct Conduit Cement Encased DB-60, Item SPV.0090.03; 3-Duct Conduit Cement Encased DB-60, Item SPV.0090.04; 2-Duct Conduit Cement Encased DB-60, Item SPV.0090.05; 1-Duct Conduit Cement Encased DB-60, Item SPV.0090.06. ....	99
83.	Fieldstone Boulder Wall, Item SPV.0090.07. ....	104
84.	Cable Type 3#2/1#8 LTP, Item SPV.0090.08; Cable Type 3#4/1#8 LTP, Item SPV.0090.09; Cable Type 3#6/1#8 LTP, Item SPV.0090.10. ....	105
85.	Skid/Slip Resistant Green Preformed Thermoplastic Integrated Bike Lane Panel, Item SPV. 0165.02. ....	108
86.	Cobblestone, Item SPV.0180.01. ....	111
87.	Joint Sealing, Item SPV.0180.02. ....	112

## **SPECIAL PROVISIONS**

### **1. General.**

Perform the work under this construction contract for Project 2025-01-72, West Capitol Drive (STH 190), 12 Connecting Highway Intersections; Project 2585-00-70, North 92<sup>nd</sup> Street, West Capitol Drive to West Hampton Avenue, Local Street; Project 2595-08-70, North 60<sup>th</sup> Street / West Hampton Avenue, 11 Local Street Intersections, Non-Highway, located in the City of Milwaukee, Milwaukee County, Wisconsin as the plans show and execute the work as specified in the State of Wisconsin, Department of Transportation, Standard Specifications for Highway and Structure Construction, 2017 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 (20160607)

### **2. Scope of Work.**

The work under this contract shall consist of concrete roadway reconstruction, new curb and gutter, new sidewalk, new storm inlets and lateral connections, new pedestrian ramps, removal and replacement of concrete bases, monotube poles and mast arms, conduit, control vaults 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.**

#### **All Projects**

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

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

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

Complete all contract work, for all projects, except for the furnishing and planting of all trees and plants, and Landscape Planting Surveillance and Care Cycles, and open to traffic, prior to the interim completion time and date of 12:01 AM, November 16, 2017.

If the contractor fails to complete all contract work required within the limits of all the projects, except for the furnishing and planting all trees and plants, and Landscape Planting Surveillance and Care Cycles, and open to through traffic prior to the interim completion time and date of 12:01 AM, November 16, 2017, the department will assess the contractor \$2,065.00 in interim liquidated damages, for each calendar day that the roadways remain closed after 12:01 AM, November 16, 2017. An entire calendar day will be charged for any period of time within a calendar day that the roads remain closed beyond 12:01 AM.

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

Furnishing and planting all trees and plants shall not commence until May 1, 2018.

Complete all plantings prior to the interim completion time and date of 12:01 AM, May 15, 2018.

Complete all planting surveillance and care cycles prior to the completion time and date of 12:01 AM, October 16, 2018.

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

The department will not grant time extensions to the interim completion dates specified above for the following:

1. Severe weather as specified in standard spec 108.10.2.2.
2. Labor disputes that are not industry wide.
3. Delays in material deliveries.

No extra cost will be allowed for "cold weather protection", if needed.

Arrange weekly construction/progress meetings to apprise all sub-contractors and work being done by others of current status of project.

Take special precautions to avoid damage to all existing utility facilities in the proximity of the construction area.

Maintain all pedestrian access to adjacent properties, businesses, and at bus stops.

Access shall include provisions for mail service, utility meter reading and garbage pickup.

Maintain driveway access for special needs residents at all times. The placement of the temporary surface will conform to the requirements outlined in 644.1430.S Temporary Pedestrian Surface Plate. Plating of concrete work as directed by the engineer to accommodate special needs residents shall be considered incidental to the Concrete Driveway 7-Inch bid item.

When performing the roadway cleaning operations, use equipment having vacuum or water-spray mechanisms to eliminate the dispersion of dust. If using vacuum equipment, it must have suitable, self-contained particulate collectors to prevent discharge from collecting bin into the atmosphere.

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

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

Do not disturb or store equipment or materials in the median. Any damage to the median or city forestry objects shall be repaired or replaced by City of Milwaukee forces and be deducted from money due to the contractor according to the requirements set forth in the Article "Preserving Trees, Shrubs, and Planting Areas for the City of Milwaukee Forestry Division.

#### **Northern Long-eared Bat.**

Northern Long-eared Bats (NLEB) have the potential to inhabit the project limits because they roost in trees and structures (bridges, culverts, buildings). Evaluation of the Federal Highway Administration's Range-Wide Biological Assessment and Programmatic Informal Consultation process, and/or consultation with the United States Fish and Wildlife Service (USFWS) has determined the project will have "no effect" on northern long-eared bats. If additional construction activities beyond what was originally specified are required to complete the work, such as additional tree clearing, approval from the WisDOT Regional Environmental Coordinator (REC) is required prior to initiating these activities.

The species and all active roosts are protected by the Federal Endangered Species Act. If an individual or active roost is encountered during construction or Clearing operations, stop work and notify the engineer and the WisDOT REC.

### **CONSTRUCTION ID 2025-01-72**

Construct the project as to maintain a minimum of one lane of traffic in each direction as shown on the traffic control plan.

Maintain, where possible, two lanes of traffic during the rush hour periods as indicated below:

- Eastbound West Capitol Drive and southbound on all streets that intersect at signalized intersections, between the morning rush hours of 6:30 AM and 9:00 AM, Monday through Friday.
- Westbound West Capitol Drive and northbound on all streets that intersect at signalized intersections, between the evening rush hours of 3:00 PM and 6:00 PM, Monday through Friday.

### **CONSTRUCTION ID 2585-00-70**

Provide asphalt surface at temporary crosswalks where necessary, or as directed by the engineer. Construction of temporary crosswalks will be paid for under the bid item 644.0410.S Temporary Pedestrian Surface Asphalt. Provide adequate temporary sidewalk and bridging between the curb and right-of-way line over freshly paved concrete or other obstructions on the sidewalk area at entrances to buildings as directed by the engineer. The cost of bridging shall be included in the unit bid price for 602.0410 Concrete Sidewalk 5-Inch. Construction of temporary sidewalks for pedestrian access will be paid for under the bid item 644.0410.S Temporary Pedestrian Surface Asphalt.

During construction operations, ramp sawed joints at intersecting streets with asphaltic surface material between the existing pavement surface and the adjacent milled surface, as directed by the engineer, to permit the safe passing of vehicles. The cost of the materials, labor, and equipment necessary to install such ramps is to be paid under bid item 460.5224 HMA Pavement 4LT 58-28 S.

Lay out all transverse joints on this project, including intersections. The engineer will approve joint layout. Joint spacing must not exceed 15 feet, as shown on the standard detail drawing. Place joints at end-of-radii, center line and flange line extended, all zero face driveway openings for depressed driveways and, when feasible, at all manholes, catch basins or inlets, and water valve boxes. Include the cost of all jointing and dowel baskets in the unit bid price for concrete pavement.

Inform property owners at least 48 hours prior to removing a driveway approach that serves that property. Driveway approach removal and replacement should be scheduled, so that the time lapse between the removal and replacement is minimal. Do not close or remove from service any commercial or residential approach without sufficient notice

given to the occupants of the premises to remove their vehicles prior to driveway removal or closing of the driveway approach access.

Maintain driveway access for special needs residents at all times. The placement of the temporary surface will conform to the requirements outlined in standard spec 644.1430.S Temporary Pedestrian Surface Plate. Plating of concrete work as directed by the engineer to accommodate special needs residents shall be considered incidental to the Concrete Driveway 7-Inch bid item.

Utilize the use of steel plates at locations where sewer work is across the entire width of the roadway.

Private utilities will be responsible for adjusting their manholes in conjunction with the paving contractor's operations. Please allow adequate time for utility companies to respond.

Plate all trenches within the roadway resulting from construction activities that are not fully backfilled prior to the end of each construction work day, or as directed by the engineer. Steel plates shall be suitable for carrying vehicles and shall be in addition to the barricades and traffic control devices required for lane closure and traffic control. Cost for steel plates shall be included in the unit bid price for the related underground bid items that are under construction at each location.

### **Construction Staging**

The reconstruction of North 92<sup>nd</sup> Street between West Capitol Drive and West Hampton Avenue will be undertaken in two major stages as shown on the traffic control plans and described below. Stage 1 will include all major work items on the east side of North 92<sup>nd</sup> Street (northbound traffic lanes) including adjacent median work. Stage 2 will include all major work items on the west side of North 92<sup>nd</sup> Street (southbound traffic lanes) including adjacent median work.

During Stage 2 place pavement gaps at the following locations, in order to maintain access to properties, located along North 92<sup>nd</sup> Street at all times:

Station 23+25, LT  
Station 24+50 to Station 25+25, LT  
Station 37+00, LT  
Station 39+00, LT  
Station 42+25 to Station 43+50, LT  
Station 46+75 to Station 48+00, LT

Include all concrete paving costs associated with staging operations under bid item 415.0080 Concrete Pavement 8-Inch. The staging of concrete paving at an intersection (if necessary) will not be considered to be a pavement gap.

During Stage 2 replace driveway approaches one half width at a time, at the following locations:

Station 39+00, LT

Station 46+75, LT

Complete Stage 1 work prior to commencing work on the southbound lanes of North 92<sup>nd</sup> Street. Do not reopen the northbound lanes or switch traffic until completing the following work in the northbound direction between the east existing right-of-way and the center of the existing median: all concrete and asphalt pavement work, concrete curb and gutter up to the radius return in the median or as shown on the plans, all concrete sidewalk work on the east side of North 92<sup>nd</sup> Street, all landscaping adjacent to substantially complete areas including the median, and any temporary pavement markings, and traffic control devices necessary for switching traffic control to Stage 2.

Complete Stage 2 work prior to reopening North 92<sup>nd</sup> Street to normal traffic operations in both directions. Do not reopen the southbound lanes or switch traffic until completing the following work in the southbound direction between the west existing right-of-way and the center of the existing median: all concrete and asphalt pavement work, concrete curb and gutter up to the radius return in the median or as shown on the plans, all concrete sidewalk work on the west side of North 92<sup>nd</sup> Street, all landscaping adjacent to substantially complete areas including the median, and any temporary pavement markings, and traffic control devices necessary for switching traffic back to fully-open, normal operations.

### **Sidewalk Construction**

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

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

### **CONSTRUCTION ID 2595-08-70**

Maintain two lanes of traffic during the rush hour periods as indicated below:

- Southbound North 60<sup>th</sup> Street between the morning rush hours of 6:30 AM and 9:00 AM, Monday through Friday.
- Northbound North 60<sup>th</sup> Street between the evening rush hours of 3:00 PM and 6:00 PM, Monday through Friday.

- Eastbound West Hampton Avenue between the morning rush hours of 6:30 AM and 9:00 AM, Monday through Friday.
- Westbound West Hampton between the evening rush hours of 3:00 PM and 6:00 PM, Monday through Friday.

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

##### **All Projects**

Undertake traffic control for Construction ID 2025-01-72, Construction ID 2585-00-70, and Construction ID 2595-08-70 according to their respective traffic control plan and according to standard spec 643 and/or as approved by the engineer, except as hereinafter modified.

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

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

Permanently label each barricade, sign, or other traffic control device with the name and telephone number, of the contact person, for 24 hour emergency availability. Use lettering that is at least 3/4" in height.

Provide 24 hours-a-day availability of equipment and forces to expeditiously restore lights, signs, or other traffic control devices that are damaged or disturbed, in accord with standard spec 643.3.1(6). In no case may any barricade, light, sign, or other traffic control device be out of service, for more than two hours. The cost to maintain and restore the above items shall be considered incidental to the item as bid and no additional payment will be made.

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

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

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



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

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

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

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

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

The City of Milwaukee will provide all posting of no parking restrictions, necessary to facilitate construction operations. Contact Mrs. Sharon Betthauser at (414) 286-3632, three working days prior to the start of construction.

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

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

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

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

Provide the City of Milwaukee Police Department, City of Wauwatosa Police Department, and the engineer a current telephone number with which the contractor or his representative can be contacted during non-working hours in the event a safety hazard develops.

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

## **CONSTRUCTION ID 2025-01-72**

In order to maintain access to the area during construction the work for Construction ID 2025-01-72 shall be staged as follows:

### **Stage 1**

Place traffic control at each location as needed. The duration of how long the items are in place, at each location, shall be based on the time required to construct the concrete base, install the pull box and conduit. After the construction items are in place at a location the traffic control shall be removed, from that location. No traffic control item is to remain in place for the entire construction period.

### **Stage 2**

Place traffic control at each location as needed. The duration of how long the items are in place, at each location, shall be based on the time required to install the monotube pole and mast arm. After the construction items are in place at a location the traffic control shall be removed, from that location. No traffic control item is to remain in place for the entire construction period.

Maintain two lanes of traffic during the rush hour periods as indicated below:

- Eastbound West Capitol Drive and southbound at all streets that intersect at signalized intersections, between the morning rush hours of 6:30 AM and 9:00 AM, Monday through Friday.
- Westbound West Capitol Drive and northbound at all streets that intersect at signalized intersections, between the evening rush hours of 3:00 PM and 6:00 PM, Monday through Friday.

## **CONSTRUCTION ID 2585-00-70**

In order to maintain access to the area during construction the work for Construction ID 2585-00-70 shall be staged as follows:

### **Stage 1**

Close northbound lanes of North 92<sup>nd</sup> Street from West Capitol Drive to West Hampton Avenue. Traffic will continue to operate on the southbound lanes, of the roadway, with a minimum of one 12-foot lane of traffic, in each direction. Parking on North 92<sup>nd</sup> Street will be prohibited, at all times, during this stage of construction.

### **Stage 2**

Close southbound lanes of North 92<sup>nd</sup> Street from West Capitol Drive to West Hampton Avenue. Traffic will continue to operate on the northbound lanes, of the roadway, with a minimum of one 12-foot lane of traffic, in each direction. Parking on North 92<sup>nd</sup> Street will be prohibited, at all times, during this stage of construction.

## **CONSTRUCTION ID 2595-08-70**

### **Stage 1**

Place traffic control at each location as needed. The duration of how long the items are in place, at each location, shall be based on the time required to construct the concrete base, install the pull box and conduit. After the construction items are in place at a location the traffic control shall be removed, from that location. No traffic control item is to remain in place for the entire construction period.

### **Stage 2**

Place traffic control at each location as needed. The duration of how long the items are in place, at each location, shall be based on the time required to install the monotube pole and mast arm. After the construction items are in place at a location the traffic control shall be removed, from that location. No traffic control item is to remain in place for the entire construction period.

### **Lane Closures**

Construct monotubes and bases under lane closures. Maintain two lanes of traffic during the rush hour periods as indicated below:

- Southbound North 60<sup>th</sup> Street between the morning rush hours of 6:30 AM and 9:00 AM, Monday through Friday.
- Northbound North 60<sup>th</sup> Street between the evening rush hours of 3:00 PM and 6:00 PM, Monday through Friday.
- Eastbound West Hampton Avenue between the morning rush hours of 6:30 AM and 9:00 AM, Monday through Friday.
- Westbound West Hampton between the evening rush hours of 3:00 PM and 6:00 PM, Monday through Friday.

Provide lane closures for the permanent signal head placement and temporary traffic signal work which will be completed by City of Milwaukee forces. This work may not occur simultaneous to work under this contract but will occur within the contract period. Coordinate all traffic control staging with the City of Milwaukee and the engineer.

### **Rolling Closures**

For setting of temporary and permanent signal equipment which encroach over project roadways, the roadways may be close for periods not to exceed 15 minutes between the hours of 7:00 PM to 9:00 PM daily. Allow all vehicle backups to clear the project area prior to setting up the next road closure during this timeframe. Rolling closures shall be utilized in conjunction with a single lane closure in the same direction of travel. Contact the City of Milwaukee Traffic Signal Field Operations at (414) 286-3687 and the engineer a minimum of seven days prior to coordinate a rolling closure.

## 5. Holiday Work Restrictions.

Do not perform work on, nor haul materials of any kind along or across any portion of the highway carrying West Capitol Drive (STH 190), North 92<sup>nd</sup> Street, North 60<sup>th</sup> Street, and West Hampton Avenue 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 periods:

- From noon Friday, May 26, 2017 to 6:00 AM Tuesday, May 30, 2017 for Memorial Day;
- From noon Monday, July 3, 2017 to 6:00 AM Wednesday, July 5, 2017 for Independence Day;
- From noon Friday, September 1, 2017 to 6:00 AM Tuesday, September 5, 2017 for Labor Day;
- From noon Friday, May 25, 2018 to 6:00 AM Tuesday, May 29, 2018 for Memorial Day;
- From noon Tuesday, July 3, 2018 to 6:00 AM Thursday, July 5, 2018 for Independence Day;
- From noon Friday, August 31, 2018 to 6:00 AM Tuesday, September 4, 2018 for Labor Day.

107-005 (20050502)

## 6. Railroad Insurance and Coordination.

### A Description

Comply with standard spec 107.17 for all work affecting Wisconsin & Southern Railroad LLC property and any existing tracks.

### A.1 Railroad Insurance Requirements

In addition to standard spec 107.26, provide railroad protective liability insurance coverage as specified in standard spec 107.17.3. Insurance is filed in the name of Wisconsin & Southern Railroad LLC.

Notify evidence of the required coverage, and duration to Roger Schaalma Road Master, Wisconsin and Southern Railroad LLC, 1890 East Johnson Street, Madison, WI 53704, telephone (608) 620-2044, FAX (608) 243-9225, email [rschaalma@watcocompanies.com](mailto:rschaalma@watcocompanies.com). Include the following information on the insurance document:

Project: 2595-08-70/90  
Route Name: North 60<sup>th</sup> Street, Milwaukee County  
Crossing ID: 386 969D  
Railroad Subdivision: Milwaukee Subdivision  
Railroad Milepost: 95.90

### A.2 Work by Railroad

The railroad will perform the work described in this section, except for work described in other special provisions and will be accomplished without cost to the contractor. None.

### **A.3 Names and addresses of Railroad Representatives for Consultation and Coordination**

Contact Roger Schaalma, Superintendent of Maintenance of Way, Wisconsin and Southern Railroad Co., 1890 East Johnson Street, Madison, WI 53704; TELEPHONE (608) 620-2044; Ext. 4201; FAX (608) 243-9225; email [rschaalma@watcocompanies.com](mailto:rschaalma@watcocompanies.com) for consultation on railroad requirements during construction.

Amend standard spec 108.4 to include the railroad in the distribution of the initial bar chart, and monthly schedule updates. The bar chart shall specifically show work involving coordination with the railroad.

### **A.4 Temporary Grade Crossing**

If a temporary grade crossing is desired, submit a written request to the railroad representative named in A.3 several weeks prior to the time needed. Approval is subject to the discretion of the railroad. The department has made no arrangements for a temporary grade crossing.

### **A.5 Train Operation**

Approximately 4 through freight trains operate daily through the construction site. Through freight trains operate at up to 30 mph. In addition to through movements, there are switching movements at slower speeds.

### **A.6 Rail Security Awareness and Contractor Orientation**

Prior to entry on railroad right-of-way, the contractor shall arrange for on-line security awareness and contractor orientation training and testing, and be registered through “e-RAILSAFE” for all contractor and subcontractor employees working on railroad right-of-way. See [e-railsafe.com](http://e-railsafe.com) “Information”. The security awareness and contractor orientation training is shown under the railroad’s name. The department has secured right of entry to railroad property; neither the contractor nor subcontractors or their employees will be required to sign a right-of-entry form. The security awareness and contractor orientation certification is valid for two years and must be renewed for projects that will carry over beyond the two year period. Contractor and subcontractor employees shall wear the identification badge issued by e-RAILSAFE when on railroad right-of-way. Costs associated with training and registration, are incidental to other items in the contract.

## **7. Utilities.**

This contract does not come under the provision of Administrative Rule Trans 220. 107-065 (20080501)

The City of Milwaukee has notified the department that the following operations necessary for the construction of new facilities and/or adjustment of existing facilities will be coordinated with the contractor’s construction operations by each representative utility unless otherwise noted. Coordinate construction activities with a call to Digger’s Hotline or a direct call to the utilities that have facilities in the area as required by statutes. Use

caution to ensure the integrity of underground facilities and maintain code clearances from overhead facilities at all times.

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

## **CONSTRUCTION ID 2025-01-72**

### **American Transmission Company (ATC)**

ATC has underground high voltage facilities crossing W Capitol Drive at the east side of North 20<sup>th</sup> Street. No conflicts are anticipated during construction of this project at this location.

Contact Kim Hackelberg of the ATC at (920) 338-6556 or (920) 680-6322 cell, for concerns or questions.

### **AT&T (TCG) Wisconsin**

AT&T (Wisconsin local) has underground facilities consisting of conduits and vaults throughout the project limits. No work and or adjustments of AT&T facilities are anticipated in conjunction with this project.

Contact Mr. Jay Bulanek at (262) 896-7669, [Jb5175@att.com](mailto:Jb5175@att.com) for concerns or questions.

### **City of Milwaukee**

#### **1. Communications and Underground Conduits (TES)**

The City of Milwaukee has communications cables in underground conduit located within the project limits. These cables will be kept in operation during construction, and will remain in place. Take precaution when working near these facilities to prevent damage. No relocations are planned. Contact Ms. Karen Rogne, [Karen.rogney@milwaukee.gov](mailto:Karen.rogney@milwaukee.gov) of the City of Milwaukee at (414) 286-3243 for concerns or questions.

#### **2. Irrigation**

City of Milwaukee has irrigation system within the limits of the project. Forestry forces will shut off the water and replace impacted PVC pipes and connections of the sprinkler systems at the following median locations in coordination with construction operations:

- N Sherman Boulevard and W Capitol Drive – northerly and southerly medians
- W Roosevelt Road and W Capitol Drive – westerly median on W Roosevelt Road
- N 34<sup>th</sup> Street and W Capitol Drive – westerly median

- M 20<sup>th</sup> Street and W Capitol Drive – westerly median
- N Green Bay Avenue and W Capitol Drive – northerly median
- N Dr. Martin Luther King Drive and W Capitol Drive – easterly median

Contact Mr. James Kringer of the City of Milwaukee at (414) 708-2428 for coordination of this work.

### **3. Sewer**

The City of Milwaukee has storm sewer facilities within the limits of the project. No manholes and inlets work is anticipated as part of this project. Take extreme caution when placing the monotube bases near sewer mains. Contact Mr. Musa Abu-Khader of the City of Milwaukee at (414) 286-2432 for concerns or questions.

### **4. Street Lighting**

The City of Milwaukee has street lighting facilities at all twelve intersections within the limits of the project. Prior to construction, the City of Milwaukee street lighting forces will build temporary overhead lines, install temporary wood poles as needed; and remove conflicting street lighting overhead cables and poles. Upon project completion, the City of Milwaukee street lighting forces will remove all temporary street lighting facilities and install permanent underground street lighting facilities, in coordination with the reconstruction of the permanent traffic signals, which will be installed by City of Milwaukee traffic signal forces. City of Milwaukee street lighting will adjust active facilities in work zones as needed beyond planned adjustment. The street lighting adjustment work will be coordinated with the City of Milwaukee traffic signals. The installation of wood poles shall not impact any utilities.

- West Capitol Drive and North 60<sup>th</sup> Street – No conflict anticipated.
- West Capitol Drive and North 56<sup>th</sup> Street – No conflict anticipated.
- West Capitol Drive and North Sherman Boulevard – No conflict anticipated.
- West Capitol Drive @ North Roosevelt Drive and North 35<sup>th</sup> Street – No conflict anticipated.
- West Capitol Drive and North 34<sup>th</sup> Street – City of Milwaukee will remove street light pole and place temporary pole with overhead cable for the West center island prior to construction.
- West Capitol Drive and North 31<sup>st</sup> Street – City of Milwaukee will remove street light pole and place temporary pole with overhead cable for the East and West center islands, and Northeast quadrant work zone prior to construction.
- West Capitol Drive and North 27<sup>th</sup> Street – City of Milwaukee will remove street light pole and place temporary pole with overhead cable for the Northeast and Southwest quadrant work zones prior to construction.

- West Capitol Drive North Teutonia Avenue – City of Milwaukee will remove street light pole and place temporary pole with overhead cable for the Northeast quadrant. In the Southwest quadrant the street light pole will be removed only. All work will be completed prior to construction.
- West Capitol Drive and North 20<sup>th</sup> Street – City of Milwaukee will remove street light pole and place temporary pole with overhead cable for the East center island prior to construction.
- West Capitol Drive and North Atkinson Avenue – City of Milwaukee will remove street light pole and place temporary pole with overhead cable for the Northeast quadrant prior to construction.
- West Capitol Drive @ North Green Bay Avenue and North Dr Martin Luther King Jr. Drive – No conflict anticipated.
- West Capitol Drive and North 7<sup>th</sup> Street — No conflict anticipated.

Contact Mr. Denis Kozelek of the City of Milwaukee at (414) 286-3252 for concerns or questions.

## **5. Traffic Signals and Signs**

City of Milwaukee Traffic Signals and Signs has facilities located within the limits of the project. Specified PVC Conduits, vaults, bases, and monotube mast arm structures are to be installed by contractor as part of this project. Prior to construction, any needed pole, signal standard, and control cabinet relocations; and temporary traffic signal work will be completed by City of Milwaukee forces. Coordinate all traffic control staging with the City of Milwaukee.

In coordination with contractor installed facilities, cable and signal hardware will be installed, modified, upgraded, and replaced by City of Milwaukee forces as part of a Local Force Account (LFA) contract that is related to the project.

Provide a 10-working day advance notice to Mr. Al Nichols of the City of Milwaukee's Traffic Signal Field Operations at (414) 286-3687 office or (414) 708-5148 mobile, to coordinate the installation of traffic signal materials. Coordinate all Traffic Signal Operation with Mr. Joseph Blakeman of the City of Milwaukee's Traffic Engineering at (414) 286-8070 as well as any city traffic signal concerns.

## **6. Water**

Milwaukee Water Works has large size water mains and other facilities within the limits of the project. Take extreme caution when placing the monotube bases near these water mains. No Water service boxes work is anticipated as part of this project. Contact Mr. Musa Abu-Khader of the City of Milwaukee at (414) 286-2432 for concerns or questions.



**Milwaukee Metropolitan Sewerage District (MMSD)**

MMSD has numerous facilities located on West Capitol Drive between N 35<sup>th</sup> Street and N 27<sup>th</sup> Street. No work and or adjustments of MMSD facilities are anticipated in conjunction with this project.

Contact Mr. Larry Anderson at (414) 225-2241, [landerson@mmsd.com](mailto:landerson@mmsd.com) for concerns or questions.

**Time Warner Cable (TWC)**

TWC has overhead cables located throughout the project limits. No work and or adjustments of TWC facilities are anticipated in conjunction with this project.

Contact Mr. Steve Cramer at (414) 277-4045 or (414) 688-2385 cell, for concerns or questions.

**WE Energies – Electric**

WE Energies - Electric has underground and overhead facilities within the limits of the project. No work and or adjustments of We Energies - Electric facilities are anticipated in conjunction with this project.

Contact Mr. Leonard Wilson of the WE Energies at (414) 944 5690, [leonard.wilson@we-energies.com](mailto:leonard.wilson@we-energies.com) for concerns or questions.

**WE Energies - Gas**

WE Energies – Gas has facilities within the limits of the project. No work and or adjustments of We Energies – Gas facilities are anticipated in conjunction with this project. Contact Mr. Mitch Braverman of the WE Energies at (414) 540 5709 office or (414) 507-8127 cell, for coordination of this work.

**NOTE:** It is imperative that the contractor contact We Energies if removing any gas facilities or electrical underground cables, to verify that they have been discontinued and carry no natural gas or electrical **current**. The contractor must not assume that unmarked facilities have been discontinued. At no time is it acceptable to push, pull, cut or drill an unmarked facility without explicit consent from We Energies. Contractor must call the We Energies 24 hour Dispatch lines to arrange for this verification. We Energies Electric Dispatch, (800) 662-4797; We Energies Gas Dispatch, (800) 261-5325.

**CONSTRUCTION ID 2585-00-70****AT&T Wisconsin**

AT&T has underground facilities within the limits of the project. No impacts are anticipated at this time. No work is planned on their facilities.

Contact Mr. Jeff Oldenburg at (262) 896-7522 with any concerns or questions.

## **City of Milwaukee**

### **1. Communications and Underground Conduit (TES)**

The City of Milwaukee has communications fiber and copper cables in underground conduit located throughout the project limits. These cables will be kept in operation during construction. Take precaution when working near these facilities to prevent damage.

There is a call box located on the SE corner of North 92<sup>nd</sup> Street and West Congress Street (approximately Station 27+20, 50' RT). No conflicts are anticipated. Contact Mr. David Henke at (414) 286-3248 with any concerns or questions.

A proposed City Underground Conduit (TES) package is to be installed in the northbound lanes of North 92<sup>nd</sup> Street from West Capitol Drive to West Hampton Avenue. The City Underground Conduit installation plans have been included in the construction plan set for the contractor to install.

Contact Mrs. Karen Roney at (414) 286-3243 with any concerns or questions.

### **2. Irrigation**

The City of Milwaukee has irrigation systems located within the medians. No impacts are anticipated at this time. Adjustments will be done prior to construction.

Contact Mr. James Kringer at (708) 296-2428 with any concerns or questions.

### **3. Sewer**

The City of Milwaukee has storm sewer and sanitary sewer facilities within the limits of the project. The contractor is to installed storm sewer inlets, manholes, and lateral connections, as part of the contract work. No additional work by the City of Milwaukee is planned on storm or sanitary sewer facilities. Contact Mr. Musa Abu-Khader at (414) 708-2529 with any concerns or questions.

### **4. Street Lighting**

The City of Milwaukee has street lighting facilities within the limits of the project. Some locations have traffic signals attached to street lighting facilities that will be impacted by the proposed work.

Prior to construction, City of Milwaukee street lighting personnel will install temporary overhead facilities and relocate or remove permanent facilities before construction starts. Temporary poles, brackets, and luminaries with overhead conductors will be installed within the median, offset with sufficient distance to ensure accessibility to existing and future vertical unit removal or placement. At the intersections of N. 92nd and W. Hope and N. 92nd and W. Fiebrantz, the overhead conductors will be routed to the west terraced area with sufficient length to complete circuit connectivity. At N. 92nd and W. Congress, a 35' wood pole will be placed on both of the east turn lane islands, both north and south center islands, and both northeast and southeast terraced area along W. Congress St. An additional wood pole will be located to the south of the existing control circuit cabinet on

the northeast corner of the intersection. These units will complete the temporary traffic and street lighting requirements for this signalized intersection. The temporary street lighting facilities will resume a path along the median terminating at Station 44+50.0. There is no requirement for relocation of street lighting facilities from Station 44+50.0 to the northern paving limits.

After test and acceptance of the temporary lighting, street lighting field operations will remove all existing bolt down aluminum poles and luminaries within the project limits with the exception of unit #9137 W. Fiebrantz Ave. Existing concrete bases, underground conduit and conductors will be discontinued.

Provide a 20-working day advance notice to Ms. Lisa Hickman at (414) 286-3270. The temporary street lighting work is anticipated to take 15 working days to complete.

Any damages to these facilities are to be reported, as soon as possible, to Street Lighting Field Operations at (414) 286-5944. The contractor will be held liable for all costs incurred by street lighting personnel repairing these damages.

The engineer and/or contractor shall keep the Street Lighting Construction Supervisors informed of the status of construction. Contact Dennis Miller at (414) 286-5942 office, (414) 708-4251 cell. If not available, then contact our dispatcher at (414) 286-5944.

The contractor must keep the area behind the curb free from over-pour and other debris. If street lighting personnel needs to remove any over-pour or other debris in order to install our facilities, the contractor will be liable for these costs.

If the contractor requests the relocation of any street lighting facilities, permanent or temporary for his convenience, he will be responsible for all costs incurred by Street Lighting personnel fulfilling his request.

If there are any design/engineering concerns or questions please contact Ms. Lisa Hickman at (414) 286-3270. If there are any questions or concerns about field work or work scheduling please contact the Street Lighting Construction Supervisors noted above.

## **5. Traffic Signals**

City of Milwaukee Traffic Signals and Signs has facilities located within the limits of the project. Specified PVC conduit, vaults, bases, and monotube mast arm structures are to be installed by contractor as part of this project. Prior to construction, any needed pole, signal standard, and control cabinet relocations; and temporary traffic signal work will be completed by City of Milwaukee forces. Coordinate all traffic control staging with the City of Milwaukee.

In coordination with contractor installed facilities, cable and signal hardware will be installed, modified, upgraded, and replaced by City of Milwaukee forces as part of a Local Force Account (LFA) contract that is related to the project.

Provide a 10-working day advance notice to Mr. Al Nichols of the City of Milwaukee's Traffic Signal Field Operations at (414) 286-5941 office or (414) 708-5148 mobile to coordinate the installation of traffic signal materials. Coordinate all Traffic Signal Operation with Mr. Scott Reinbacher of the City of Milwaukee's Traffic Engineering at (414) 286-3232, as well as any city traffic signal concerns.

## **6. Water**

The Milwaukee Water Works has facilities within the limits of the project. As part of the paving contract, the contractor is to adjust valve boxes and manholes. One hydrant located at Station 29+96, 45' RT will be relocated, by Milwaukee Water Works forces, during construction and will require coordination with the contractor. Contact Mr. Dave Goldapp at (414) 286-6301.

### **City of Wauwatosa Water**

The City of Wauwatosa plans to relay (replace) a 6 inch water main with an 8 inch water main. The existing 6 inch main will be discontinued in place. The new location, of the 8 inch main will be approximately 10 feet east of the existing water main location, from Station 3+00 to West Hope Avenue. The work is to be completed by April 20, 2017. Contact Adam Florin at (414) 471-8480 with any concerns or questions.

### **Level 3 Communications, LLC**

Level 3 Communications, LLC has underground facilities within the limits of the project. No impacts are anticipated at this time. No work is planned on their facilities.

Contact Sasha Demian at (414) 908-1042 with any concerns or questions.

### **Milwaukee County Highway Department.**

No work is planned. Contact Mr. Vernon Singleton at (414) 257-5947 with any concerns or questions.

### **Time Warner Cable**

Time Warner Cable (TWC) has overhead facilities that cross North 92<sup>nd</sup> Street, at approximately Station 02+75. No impacts are anticipated at this time. No work is planned on their facilities.

Their facilities are located on We Energies poles, which are proposed to remain in place.

Contact Mr. Steve Storm at (414) 908-4789 with any concerns or questions.

### **WE Energies – Electric**

WE Energies - Electric has underground and overhead facilities within the limits of the project. The overhead facilities, located on poles, are to remain in place.

WE Energies has an existing underground duct package that runs near the northbound median curb and gutter between Station 21+00 to Station 39+00 and again from Station 43+50 to Station 46+00, approximately 8.0' RT. This duct package has 4 ducts, is concrete encased, with a voltage of 24,940 and 8,320. Prior to any storm sewer structures being

placed at the locations identified below, please contact Ken Franecki at least 5 days in advance to give We Energies crews time to respond. Ken Franecki can be reached at (414) 944-5531 office or (262) 939-1039 mobile.

At the following locations: 20+56.5 61.94' LT; 24+10 8.1' RT; 25+96 9' RT; 26+90 15' RT; 27+00 8.6' RT; 29+92 9' RT; 43+40 42' LT, 43+60 60' RT - No conflicts are anticipated. Contractor shall take care when excavating and placing storm sewer pipes.

At the following locations: 22+00 7.8' RT; 28+50 9.2' RT; 32+10 8.2' RT; 33+90 9.2' RT; 35+41 7' RT; 38+00 8' RT; 43+84 7.2' RT – No conflicts are anticipated. Contractor shall take care when excavating and placing storm sewer structures.

There are manhole adjustments that will be completed by WE Energies crews during road construction. At least a 10 day notice is required to WE Energies to make these adjustments. The WE Energies contact is Dale Washington at (414) 540-5784 office, or (414) 698-2806 cell. These manholes are located at:

02+85 7' LT; 20+61 12' RT; 25+85 10' RT; 29+34 9' RT; 35+05 8' RT; 38+88 8' RT; 43+59 9' RT; 47+02 8' RT

Any facilities not explicitly identified as being relocated or removed have been deemed to be not in conflict and will remain in place as is. It is expected that contractors will work safely around any facilities left within the work zone. If plans change such that facilities become in conflict, it is expected that We Energies will be notified prior to road construction. Coordination will be required in these instances with the road contractor. Contact Mr. Kenneth Franecki at (414) 944-5531 with any concerns or questions.

### **WE Energies - Gas**

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

They have identified the following impacts:

- At Station 27+10, 07' RT; a 3" gas main conflicts with storm sewer.
- At Station 27+06, 05' LT; a 3" gas main conflicts with monotube base.
- At Station 27+06, 105' LT a gas valve conflicts with proposed curb line.

To mitigate these conflicts they are proposing, prior to the start of construction, the following:

- Install new gas main from Station 26+86, 51.5' RT to 27+06, 130' LT
- Install new gas valve at Station 26+91, 82' LT

Prior to the start of construction, they are proposing the following gas main upgrades:

- Station 01+40, 51' LT to Station 27+00, 51' LT
- Station 02+95, 52' RT to Station 56+85, 52' RT
- Station 07+95, 51' LT to 52' RT
- Station 46+60, 51' LT to 52' RT
- Station 46+60, 51' LT to 48+20, 51' LT

During construction, they are proposing the following gas valve adjustments:

- Station 01+65, 51' LT
- Station 07+80, 51' RT
- Station 08+60, 45' LT
- Station 26+75, 51' LT
- Station 28+13, 50.5' RT
- Station 26+60, 51' LT
- Station 33+75, 60' RT
- Station 36+50, 60' RT
- Station 37+55, 60' RT
- Station 43+20, 60' RT
- Station 46+60, 58' LT
- Station 55+90, 51' RT

The contractor must provide We Energies with 14 days' notice, and a 3 day reminder notice, to notify We Energies that the site is ready to be coordinated during construction. To satisfy this request, contact Mr. Paul Hebein at (414) 688-7257, [paul.hebein@we-energies.com](mailto:paul.hebein@we-energies.com).

All other construction related issues can be directed to Mr. Josh Mount, (414) 218-2053, [josh.mount@we-energies.com](mailto:josh.mount@we-energies.com).

**NOTE:** It is imperative that the contractor contact We Energies if removing any gas facilities or electrical underground cables, to verify that they have been discontinued and carry no natural gas or electrical **current**. The contractor must not assume that unmarked facilities have been discontinued. At no time is it acceptable to push, pull, cut or drill an unmarked facility without explicit consent from We Energies. Contractor must call the We Energies 24 hour Dispatch lines to arrange for this verification. We Energies Electric Dispatch, (800) 662-4797; We Energies Gas Dispatch, (800) 261-5325.

### **CONSTRUCTION ID 2595-08-70**

#### **AT&T Wisconsin**

AT&T has underground facilities (direct bury copper cable and fiber optic conduit packages) within the limits of the project. No impacts are anticipated at this time. No work is planned on their facilities. Contact Mr. Jeff Oldenburg at (262) 896-7522 with any concerns or questions.

## **City of Milwaukee**

### **1. Water**

The Milwaukee Water Works has facilities within the limits of the project. No work is planned on water facilities. Contact Mr. Musa Abu-Khader at (414) 708-2529 with any concerns or questions.

### **2. Sewer**

The City of Milwaukee has storm sewer and sanitary sewer facilities within the limits of the project. No work is planned on storm or sanitary sewer facilities. Contact Mr. Musa Abu-Khader at (414) 708-2529 with any concerns or questions.

### **3. Street Lighting**

The City of Milwaukee has street lighting facilities within the limits of the project. Some work locations have traffic signals that are attached to street lighting facilities that will be impacted by the proposed work. This project will have some areas in which temporary overhead will be installed. Throughout some of this project, street lighting facilities will be protected and adjusted by City of Milwaukee Street Lighting personnel before and during construction, as needed.

The contractor is responsible for contacting Digger's Hotline before any excavation starts, to have all the underground utilities marked, which includes the locations of the street lighting facilities within the work zone.

City of Milwaukee street lighting personnel will install temporary overhead facilities and relocate permanent facilities, in the areas determined by Street lighting engineering prior to construction. After construction, Street Lighting forces will install permanent lighting facilities.

Any damages to these facilities are to be reported, as soon as possible, to Street Lighting Field Operations at (414) 286-5944. The contractor will be held liable for all costs incurred by street lighting personnel repairing these damages.

The engineer and/or contractor shall keep the Street Lighting Construction Supervisors informed of the status of construction. Contact Dennis Miller at (414) 286-5942 office, (414) 708-4251 cell; or George Berdine at (414) 286-5943 office, (414) 708-4245 cell. If neither are available, then contact our dispatcher at (414) 286-5944.

The contractor must keep the area behind the curb free from over-pour and other debris. If street lighting personnel needs to remove any over-pour or other debris in order to install our facilities, the contractor will be liable for these costs.

If the contractor requests the relocation of any street lighting facilities, permanent or temporary for his convenience, he will be responsible for all costs incurred by Street Lighting personnel fulfilling his request.

Contact Mr. Denis Kozelek of the City of Milwaukee at (414) 286-3252 with only design/engineering concerns or questions. If you have questions or concerns about field work or work scheduling please contact the Street Lighting Construction Supervisors noted above.

#### **4. Underground Conduits and Communications (TES)**

The City of Milwaukee has communications fiber and copper cables in underground conduit located throughout the project limits. These cables will be kept in operation during construction and remain in place. Take precaution when working near these facilities to prevent damage, no relocations are planned. Contact Ms. Karen Roney of the City of Milwaukee at (414) 286-3243, with any concerns or questions.

#### **5. Traffic Signals and Signs**

City of Milwaukee Traffic Signals and Signs has facilities located within the limits of the project. Specified PVC Conduits, vaults, bases, and monotube mast arm structures are to be installed by contractor as part of this project. Prior to construction, any needed pole, signal standard, and control cabinet relocations; and temporary traffic signal work will be completed by City of Milwaukee forces. Coordinate all traffic control staging with the City of Milwaukee.

In coordination with contractor installed facilities, cable and signal hardware will be installed, modified, upgraded, and replaced by City of Milwaukee forces as part of a Local Force Account (LFA) contract that is related to the project.

Provide a 10-working day advance notice to Mr. Al Nichols of the City of Milwaukee's Traffic Signal Field Operations at (414) 286-3687 office or (414) 708-5148 mobile to coordinate the installation of traffic signal materials. Coordinate all Traffic Signal Operation with Mr. Scott Reinbacher of the City of Milwaukee's Traffic Engineering at (414) 286-3232 as well as any city traffic signal concerns.

#### **Milwaukee Metropolitan Sewerage District (MMSD)**

MMSD has facilities within the limits of the project. The location of the monotubes is such that there should be no impact to MMSD facilities. No work is planned on their facilities.

Contact Mr. Larry Anderson at (414) 225-2241 with any questions or concerns.

#### **Time Warner Cable**

Time Warner Cable (TWC) has underground and overhead facilities within the limits of the project. No impacts are anticipated at this time. No work is planned on their facilities. Time Warner Cable (TWC) has overhead cable crossings supported from WE Energies-Electric poles at the following locations:

- Intersection of North 60<sup>th</sup> Street and West Villard Avenue
- Intersection of West Hampton Avenue and North 51<sup>st</sup> Blvd

Contact Mr. Steve Storm at (414) 908-4789 with any concerns or questions.



**WE Energies – Electric**

WE Energies - Electric has underground and overhead facilities within the limits of the project. No impacts are anticipated at this time. No work is planned. Caution is required at all WE Energies – Electric underground and overhead facilities within the project limits.

Contact Mr. Kenneth Franecki at (414) 944-5531 with any concerns or questions.

**WE Energies - Gas**

WE Energies – Gas has underground facilities within the limits of the project. Caution is required at all WE Energies – Gas facilities within the project limits. An underground gas line will be relocated prior to construction at the following location:

- Structure S-40-1627, located at the intersection of North 60<sup>th</sup> Street and West Hampton Avenue, southeast quadrant.

At the SW corner of the intersection of N 60<sup>th</sup> and W Hampton there is an 8" PE (2015) gas main that will be discontinued in place starting at 15' south of the east-west right-of-way and 1' west of the north-south right-of-way and ending at 35' east of the north-south right-of-way and 3' north of the east-west right-of-way. There will be a new gas main installed starting at 3' west of the north-south right-of-way and 15' south of the east-west right-of-way and ending at 7' north of the east-west right-of-way and 35' east of the north-south right-of-way. Anticipated start date for this work is March 2017.

At Structure S-40-1608, NE corner of N 60th St and W. Port Ave, there is a 6" ST (1983) gas main approximately 3.5 feet east of the east edge of the structure. The contractor will need to exercise caution when excavating near gas facilities.

At Structure S-40-1613, the SE corner of N 69th St and W. Mill Road, there is a 6" ST (1964) gas main approximately 3 feet north of the north edge of the structure. The contractor will need to exercise caution when excavating near gas facilities.

At Structure S-40-1616, NE corner of N 60th St and W. Florist Ave, there is a 6" PE (1980) gas main approximately 4.75 feet west of the west edge of the structure. No conflicts are anticipated.

At Structure S-40-1621, NW corner of N 60th St and W. Silver Spring Dr, there is a 4" PE (2015) gas main approximately 4 feet north of the north edge of the structure. The contractor will need to exercise caution when excavating near gas facilities.

At Structure S-40-1618, NE corner of N 60th St and W Silver Spring Dr, there is a 4" PE (2015) gas main approximately 3 feet east of the east edge of the structure. The contractor will need to exercise caution when excavating near gas facilities.

At Structure S-40-1619, SE corner of N 60th St and W Silver Spring Dr, there is a 6" PE (2015) gas main approximately 3.5 feet south of the south edge of the structure. The contractor will need to exercise caution when excavating near gas facilities.

It is expected that the contractor will work safely around any We Energies facility, especially when digging. A watchdog will be required during the excavation of Structure S-40-1620, 8' south of the right-of-way corner and 8' west of the corner right-of-way, at the SW corner of N 60th St and W Silver Spring Ave, because there is a 8" high pressure ST (1951) gas main 1.5 feet north of the north edge of the structure. There is also a 4" PE (2011) gas main 9 feet to the west of the west edge of the structure. Finally there is a discontinued 6" ST (1951) gas main at the southern edge of the structure. A 72-hour advanced notification is required to have a We Energies-Gas representative on site. Contact Mr. Joshua Mount at (414) 218-2053 with any concerns or questions.

At Structure S-40-1622, NE corner of N 60th St and W Custer Ave, there is a discontinued gas main approximately 3.5 feet to the west of the west edge of the structure.

At Structure S-40-1624, NE corner of N 60th St and W Villard Ave, there is a 2" PE (2015) gas main approximately 4.5 feet to the east of the east edge of the structure. The contractor will need to exercise caution when excavating near gas facilities.

At Structure S-40-1625, SW corner of N 60th St and W Villard- Ave, there is a 4" PE (2015) gas main approximately 3 feet north of the north edge and 8 feet east of the east edge of the structure. There is also a 4" ST (1957) discontinued gas main 1.5 feet to the west of the west edge of the structure.

At Structure S-40-1626, NE corner of N 60th St and W Hampton Ave, there is a 6" PE (2015) gas main approximately 5 feet east of the east edge of the structure. The contractor will need to exercise caution when excavating near gas facilities.

At Structure S-40-1630, SE corner of W Hampton Ave and N 51st Blvd, there is a discontinued gas main at the south edge of the structure and an 8" PE (2015) gas main approximately 3.5 feet south of the south edge of the structure. The contractor will need to exercise when excavating near gas facilities.

At Structure S-40-1634, NE corner of W Hampton Ave and N Sherman Blvd, there is a 2" ST (1968) gas main approximately 6 feet east of the east edge of the structure. The contractor will need to exercise caution when excavating near gas mains.

Contact Mr. Joshua Mount at (414) 218-2053 with any concerns or questions.

**NOTE:** It is imperative that the contractor contact We Energies if removing any gas facilities or electrical underground cables, to verify that they have been discontinued and carry no natural gas or electrical **current**. The contractor must not assume that unmarked facilities have been discontinued. At no time is it acceptable to push, pull, cut or drill an unmarked facility without explicit consent from We Energies. Contractor must call the We

Energies 24 hour Dispatch lines to arrange for this verification. We Energies Electric Dispatch, (800) 662-4797; We Energies Gas Dispatch, (800) 261-5325.

## **8. Additional Work Done By Others.**

### **Removing Signs**

Give the City ten business days advance notice of the schedule for beginning work in areas where City signs are to be removed. The City's contact for coordination of this work is Mr. Kevin Antczak, City of Milwaukee, at (414) 286-3236.

## **9. Hauling Restrictions.**

At all times, conduct operations in a manner that will cause a minimum of inconvenience to the free flow of vehicles on roadways carrying traffic on West Highland Avenue, North 27<sup>th</sup> Street; all affected intersections on West Capitol Drive, North 60<sup>th</sup> Street, West Hampton Avenue, and all side roads. No heavy equipment and heavy trucks shall travel on side roads without approval from the City of Milwaukee.

When hauling across any public roads, provide the necessary flagging and signing to control the movements of the construction equipment.

## **10. Notice to Contractor – Work within County Highway R.O.W.**

West Hampton Avenue (CTH EE) is a county highway, and the authority to perform any work that encroaches into its right-of-way will require a construction permit. Contact Mr. Vernon Singleton at the Milwaukee County Department of Transportation; 10320 West Watertown Plank Road; Milwaukee, Wisconsin 53226; (414) 257-5947, for specific information.

## **11. Notice to Contractor – Restoration within City of Milwaukee R.O.W.**

Contractor must stay within right-of-way unless a construction permit has been obtained.

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

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

## **13. Notice to Contractor – Survey.**

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

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

## 14. Notice to Contractor – Emerald Ash Borer.

### Clearing and Grubbing

This applies to projects in the emerald ash borer (EAB) quarantined zones to include the following Counties:

Brown	Crawford	Fond du Lac	Kenosha,
La Crosse	Milwaukee	Ozaukee	Racine
Sheboygan	Vernon	Washington	Waukesha

*Supplement standard spec 151-1.3 for airport construction, with the following:*

The emerald ash borer (EAB) has resulted in a quarantine of ash trees (*Fraxinus sp.*) by the Wisconsin Department of Agriculture, Trade, and Consumer Protection (DATCP) and the Wisconsin Department of Natural Resources (DNR).

Ash trees species attacked by emerald ash borer include the following:

- Green ash (*F. pennsylvanica*) is found throughout the state, but is most common in southern Wisconsin. It may form pure stands or grow in association with black ash, red maple, swamp white oak, and elm. It grows as an associate in upland hardwood stands, but is most common in and around stream banks, floodplains, and swamps.
- Black ash (*F. nigra*) is distributed over the entire state but is most frequently found in northern Wisconsin. It is most common in swamps, but is also found in other wet forest types.
- Blue ash (*F. quadrangulata*) is a threatened species that is currently found only at a few sites in Waukesha County. The species is at the edge of its range in Wisconsin, but is common in states farther south. The species is not of commercial importance. Blue ash twigs are 4-sided.
- White ash (*F. americana*) tends to occur primarily in upland forests, often with sugar maple (*Acer saccharum*).

The quarantine of ash trees includes all horticultural cultivars of the species listed above.

Note that blue ash twigs are 4-sided. All other Wisconsin ash trees have round stems.

Also, Mountain ash (*Sorbus americana* and *S. decora*) is not a true ash and is not susceptible to EAB infestation.

The contractor shall be responsible for hiring a certified arborist to identify all ash trees that will be cleared and grubbed for the project. In addition, prior to scheduled clearing and grubbing activities, the arborist shall mark all ash trees with florescent lime flagging tied around the trunk perimeter.

Follow and obey the following Wisconsin Department of Agriculture, Trade, and Consumer Protection order:

**ATCP 21.17 Emerald ash borer; import controls and quarantine.**

**Importing or Moving Regulated Items from Infested Areas; Prohibition.**

Except as provided in subparagraph (3), no person may do any of the following:

- Import a regulated item under sub. (2) into this state if that item originates from an emerald ash borer regulated area identified in 7CFR 301.53-3.
- (b) Move any regulated item under sub. (2) out of an emerald ash borer regulated area that is identified in 7CFR 301.53-3 and located in this state.

Note: the United States Department of Agriculture-Animal and Plant Health Inspection Service (USDA-APHIS) periodically updates the list of regulated areas in 7CFR 301.53-3. subsection (1) applies to new regulated areas as those areas are identified in the CFR.

**Regulated Items.** The following are regulated items for purposes of subparagraph (1):

- The emerald ash borer, *Agrilus planipennis* Fairmaire in any living stage.
- Ash trees.
- Ash limbs, branches, and roots.
- Ash logs, slabs or untreated lumber with bark attached.
- Cut firewood of all non-coniferous species.
- Ash chips and ash bark fragments (both composted and uncomposted) larger than 1 inch in diameter.
- Any other item or substance that may be designated as a regulated item if a DATCP pest control official determines that it presents a risk of spreading emerald ash borer and notifies the person in possession of the item or substance that it is subject to the restrictions of the regulations.

**Regulatory Considerations**

The quarantine means that ash wood products may not be transported out of the quarantined area.

Clearing and grubbing includes all ash trees that are to be removed from within the project footprint. If ash trees are identified within clearing and grubbing limits of the project, the following measures are required for the disposal:

**Chipped Ash Trees**

May be left on site if used as landscape mulch within the project limits. If used as mulch on site, chips may not be applied at a depth greater than standard mulch applications as this will impede germination of seeded areas.

With the written permission of the engineer, chipped material may be buried on site within the airport property as directed by the engineer according to standard spec 201.3(14).

May be buried on adjacent properties to projects within the quarantined zone with prior approval of the engineer according to standard spec 201.3 (15).

May be trucked to a licensed landfill within the quarantined zone with the engineer's approval according to standard spec 201.3(15).

Burning chips is optional if in compliance with standard spec 201.3.

Chips must be disposed of immediately if not used for project mulching and may not be stockpiled and left on site for potential transport by others. Chips may be stockpiled temporarily if they will be used for project mulching and are not readily accessible to the public.

Chipper equipment must be cleaned following post-chipping activities to ensure no spread of wood chip debris into non-quarantined counties.

### **Ash logs, Branches, and Roots**

May be buried without chipping within the existing right-of-way or on adjacent properties according to standard spec 201.3 (14)(15).

May be trucked to a licensed landfill within the quarantined zone with the engineer's approval according to standard spec 201.3 (15).

Burning is optional if in compliance with standard spec 201.3.

Ash logs, branches, and roots must be disposed of immediately and may not stockpiled.

All additional costs will be incidental to clearing and grubbing items.

Do not bury or use mulch in an area that will be disturbed again during later phases of the project.

Anyone moving firewood or ash products from the state or these counties is subject to state and federal fines up to \$1,000.00. All fines are the responsibility of the contractor.

Obtain updated quarantine information at the DNR Firewood Information Line at (800) 303-WOOD.

### **Furnishing and Planting Plant Materials**

Ash trees may be obtained from inside or outside the quarantine area and planted within the quarantined area. Ash trees from within the quarantine area may not be transported and planted into the non-quarantined area.

### **Updates for Compliance**

Each year, as a service, the Wisconsin department of agriculture, trade and consumer protection distributes an updated federal CFR listing to nursery license holders and other affected persons in this state. More frequent updates, if any, are available on the Department of Agriculture, Trade, and Consumer Protection (DATCP) website at [www.datcp.state.wi.us](http://www.datcp.state.wi.us). subsection (1) applies to new regulated areas as those areas are identified in the CFR, regardless of whether affected persons receive update notices from

the DATCP. Persons may request update notices by calling (608) 224-4573, by visiting the DATCP website, or by writing to the following address:

Wisconsin Department of Agriculture, Trade and Consumer Protection  
Division of Agricultural Resource Management  
P.O. Box 8911  
Madison WI 53708-8911

**Regulated Items**

More frequent updates, if any, are available on the DATCP website at [www.datcp.state.wi.us](http://www.datcp.state.wi.us). subsection (1) applies to new regulated areas as those areas are identified in the CFR, regardless of whether affected persons receive update notices from DATCP. Persons may request update notices by calling (608) 224-4573, by visiting the DATCP website, or by writing to the above address.

**15. Notice to Contractor – Archaeological / Burial Site(s) Construction ID 2595-08-70.**

An archaeological/burial site exist at the southwest quadrant of West Hampton Avenue and North 60<sup>th</sup> Street.

Provide notice to the Bureau of Technical Services – Environmental Process and Document Section (BTS-EPDS) at least two weeks before commencement if the undertaking includes any ground disturbing activities beyond existing back edge of sidewalk. BTS-EPDS will determine if a qualified archaeologist will need to be on site during construction of this area.

BTS-EPDS can be contacted through the following representatives:

Jim Becker: (608) 261-0137  
Lynn Cloud: (608) 266-0099

**Site(s) shall not** be used for borrow or waste disposal, and the site(s) area not currently capped by asphalt/concrete shall not be used for the staging of personnel, equipment, and/or supplies.

**16. Notice to Contractor – Hazardous Material Construction ID 2595-08-70.**

A Recognized Environmental Contamination (REC) site was identified at 5904 W. Hampton Avenue. If this site has not been remediated by natural attenuation, residual soil and groundwater contamination may be present. Thus, Standard Special Provision 205.003, Excavating, Hauling, and Disposal of Petroleum Contaminated Soil, Item 205.0501.S is recommended in case hazardous material contamination is encountered during excavation.

## **17. Notice to Contractor – Federal Aviation Administration / Bureau of Aeronautics.**

The contractor is required to check the FAA's Obstruction Evaluation Website to see if any notices of proposed construction will be required by the FAA. The 'Notice Criteria Tool' will be used to see if any equipment will require study. Filing by the contractor with the FAA is required at least 45 days prior to the start of construction.

## **18. Erosion Control.**

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

Provide the ECIP 14 calendar days prior to the pre-construction conference. Provide one copy of the ECIP to WisDOT Management Consultant (Mr. Joe Klarkowski; DAAR Corporation, Area Construction Supervisor; 325 E. Chicago Street; Milwaukee, WI 53202) and one copy of the ECIP to the WDNR Liaison (Ms. Kristina Betzold; WDNR Southeast Region Headquarter; 2300 N. Dr. Martin Luther King Jr. Dr.; Milwaukee, WI 53212).

Pursue operations in a timely and diligent manner, continuing all construction operations methodically from the initial removals and topsoil stripping operations through the subsequent grading, paving, and re-topsoiling to minimize the period of exposure to possible erosion. Do not implement the ECIP until it has been approved by the department.

Take adequate precautions to install and maintain necessary erosion and sediment control during grading and construction operations at curbs and gutters, and at other locations determined by the engineer. Protect storm drain inlets and manholes, as determined by the engineer, with a filter fabric meeting accepted design criteria, standards, and specifications. Maintain all erosion control measures until such time that the engineer determines the measures are no longer necessary.

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

Stockpile excess material or spoils on upland areas away from wetlands, floodplains and waterways. Stockpiled soil shall be protected against erosion. If stockpiled material is left for more than 14 calendar days, seed the stockpile with temporary seed.



## **19. Public Convenience and Safety.**

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

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

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

Department of Neighborhood Services  
4001 South 6<sup>th</sup> Street  
(414) 286-2268

## **20. Tree and Planting Area Protection.**

*Replace standard spec 205.3.15 with the following:*

The following requirements apply to all trees, shrubs, planters, and medians located within the project area, which are NOT marked for removal.

### **General**

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

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

Root foundations must remain adequate to withstand heavy windstorms.

Root systems of street trees may not be cut for the installation of any type of cable by the contractor or city department. Contact the forestry division at (414) 708-2428 for directional boring specifications.

The contractor will be responsible for excessive damage to the roots, trunks, and branches of all street trees. This responsibility may include the cost of any special treatment deemed necessary by the engineer to ensure survival of trees, or may include removal of trees at the contractor's cost.

Refrain from placing or storing any construction materials, sand, soil, or any other materials on the surface of the soil within the root zone of existing city street trees. Additionally, the contractor shall assure that no construction chemicals, tank rinsates, or petroleum products are deposited with the root zones of the trees. Root zone is defined as that area within the dripline of trees.

The contractor, prior to removal and/or replacement of sidewalk and/or curb and gutter, and driveways adjacent to all trees, shall review work operations with the engineer and/or Mr. Jim Kringer, forestry supervisor, at (414) 708-2428.

Exposed tree roots shall be covered with mulch and watered from a period immediately following curb and gutter removal, until the area is backfilled following construction. The need/use of mulch and water will be considered to be incidental to the curb and gutter work.

Caution should be used during the construction process to avoid damage to the roots, trunks, and branches of all street trees. Damage caused to any street tree or irrigation system will be repaired by the City of Milwaukee's Forestry Division and the costs of repair, rejuvenation, and/or value lost will be billed to the contractor or credited against the contract at the option of the city. If any of the irrigation system is damaged immediately contact Mr. Andrew Witczak at (414) 708-3795 or (414) 803-7392, for repair. Any and all questions regarding the irrigation system can be directed to Mr. Witczak.

#### **CONSTRUCTION ID 2025-01-72**

Remove one tree located at the south east corner of West Capitol Drive and North 7<sup>th</sup> Street.

#### **CONSTRUCTION ID 2585-00-70**

##### **Tree Removal**

The following 70 trees are to be removed by the contractor:

4" Maple at Station 7+80 L/T	5" Filbert at Station 10+13 Median
21" Maple at Station 9+28 L/T	6" Lilac at Station 11+83 Median
18" Maple at Station 17+89 R/T	8" Pine at Station 12+06 Median
12" Maple at Station 21+15 L/T	1" Lilac at Station 13+44 Median
16" Maple at Station 25+00 R/T	12" Crab at Station 15+47 Median
16" Maple at Station 25+95 L/T	8" Spruce at Station 15+66 Median
13" Maple at Station 26+18 R/T	8" Crab at Station 16+72 Median
14" Maple at Station 26+72 R/T	5" Crab at Station 16+85 Median
4" Crab at Station 27+65 L/T (1 <sup>st</sup> tree west)	4" Maple at Station 17+22 Median
4" Crab at Station 27+65 L/T (2 <sup>nd</sup> tree west)	5" Crab at Station 18+06 Median
24" Maple at Station 28+18 R/T	5" Crab at Station 18+14 Median

16" Maple at Station 28+88 L/T	5" Lilac at Station 18+25 Median
16" Maple at Station 29+42 L/T	1" Crab at Station 18+52 Median
16" Juniper at Station 4+25 Median	5" Maple at Station 18+63 Median
12" Juniper at Station 4+32 Median	8" Spruce at Station 19+26 Median
14" Juniper at Station 4+41 Median	12" Crab at Station 19+43 Median
1" Maple at Station 5+36 Median	10" Linden at Station 21+80 Median
1" Maple at Station 5+54 Median	1" Linden at Station 22+15 Median
1" Maple at Station 5+92 Median	1" Coffee at Station 23+85 Median
1" Maple at Station 6+06 Median	1" Coffee at Station 24+31 Median
1" Crab at Station 6+80 Median	1" Lilac at Station 25+20 Median
1" Crab at Station 6+91 Median	1" Lilac at Station 25+27 Median
8" Crab at Station 9+32 Median	1" Lilac at Station 25+35 Median
5" Pear at Station 9+47 Median	13" Pine at Station 30+82 Median
5" Pear at Station 9+59 Median	13" Pine at Station 31+32 Median
7" Ash at Station 32+03 Median	12" Linden at Station 39+82 Median
7" Ash at Station 32+29 Median	10" Ginkgo at Station 40+32 Median
9" Ash at Station 32+54 Median	10" Ginkgo at Station 40+51 Median
11" Locust at Station 35+59 Median	4" Pine at Station 41+24 Median
4" Pear at Station 36+01 Median	9" Linden at Station 42+15 Median
4" Pear at Station 36+06 Median	11" Maple at Station 44+52 Median
4" Pear at Station 36+17 Median	6" Hackberry at Station 44+97 Median
4" Pear at Station 38+06 Median	6" Crab at Station 47+89 Median
4" Pear at Station 38+18 Median	6" Crab at Station 48+06 Median
4" Locust at Station 38+29 Median	4" Coffee at Station 54+27 Median

### **Sidewalk Construction**

The root system on the walk side of the tree shall be cut not deeper than 9" below the finished grade of the new walks, and not more than 5" from the edge of the new walk. Roots in the walk area shall be removed only to a depth of 9" below finished grade of the new walk.

When replacing walks adjacent to the following trees, a slip or thin form must be used. Additionally, soil disturbance in the tree border should be limited to not more than 1/4" beyond the edge of the new walk.

Station 7+21, RT	Station 9+66, RT	Station 10+67, LT	Station 13+35, LT
Station 17+20, LT	Station 17+30, LT	Station 20+28, LT	Station 23+24, RT
Station 31+54, LT	Station 32+56, LT	Station 33+08, LT	Station 34+04, RT
Station 38+24, RT	Station 40+32, RT	Station 46+29, LT	

Adjacent to the following trees, the new sidewalk should be arced:

Station 8+69, LT	Station 9+88, LT	Station 11+29, RT	Station 13+65, RT
Station 15+82, LT	Station 16+02, RT	Station 16+20, LT	Station 17+52, RT
Station 18+89, RT	Station 19+80, RT	Station 21+28, RT	Station 21+70, RT
Station 22+70, LT	Station 29+93, LT	Station 33+70, LT	Station 47+83, LT

Sidewalks are to be removed, and roots cut, by use of hand implements only.

### **Carriage Walk Construction**

When constructing or replacing carriage walks, roots shall not be cut by means of using mechanical root cutting machines. If root removal is essential to carriage walk replacement, roots shall be manually cut with hand implements. Roots shall be removed not deeper than 9 inches below the finished grade of the new carriage walk.

Move the carriage walk to a position that does not interfere with the tree, or eliminate the carriage walk, at the following location:

Station 40+55, RT (move 1' north)

### **Curb and Gutter Construction**

The root system on the curb side shall be cut not more than 2 inches behind the back edge of the new curb, and not more than 18 inches in depth when constructing the new curb and gutter.

The root system on the curb side shall be cut not more than ¼" from the back edge of the new curb, and a ¼" slip form, or slip form paver, shall be used for the following trees:

Station 04+01, RT	Station 04+44, RT	Station 12+19, LT	Station 18+38, LT
Station 22+10, RT	Station 23+24, RT	Station 23+82, LT	Station 24+29, LT
Station 32+15, RT	Station 34+04, RT	Station 34+92, RT	Station 35+40, RT
Station 37+85, RT	Station 38+08, LT	Station 38+24, RT	Station 39+69, RT
Station 40+32, RT	Station 46+29, LT		

The root system on the curb side shall not be cut; 1) a 0-inch clearance slip or integral form paver can be used or 2) gap and hand form using ¼-inch steel plate for the following trees:

Station 7+21, RT	Station 12+82, LT	Station 13+65, RT	Station 15+30, LT
Station 15+82, LT	Station 16+02, RT	Station 16+20, LT	Station 16+72, LT
Station 18+69, LT	Station 18+89, RT	Station 19+80, RT	Station 20+28, LT
Station 21+28, RT	Station 21+69, LT	Station 21+70, RT	Station 22+70, LT
Station 24+95, LT	Station 30+51, LT	Station 30+68, RT	Station 33+70, LT
Station 47+83, LT			

When constructing or replacing driveways or driveway approaches; roots shall not be cut by means of mechanical root cutting machines. If root removal is essential to driveway replacement, roots shall be manually cut with hand implements.

Exposed tree roots shall be covered with mulch and watered from a period immediately following curb and gutter removal, until the area is backfilled following construction.

### **New Trees**

The contractor shall place 32 new trees as directed by the engineer, according to the Planting – Streetscape Data Table

The proposed locations are as follows:

Station 04+17, Median	Station 18+17, Median
Station 04+52, Median	Station 18+56, Median
Station 04+88, Median	Station 21+75, Median
Station 06+64, Median	Station 22+22, Median
Station 07+13 Median	Station 23+17, Median
Station 10+94, Median	Station 23+99, Median
Station 11+35, Median	Station 24+60, Median
Station 11+79, Median	Station 25+05, Median
Station 12+32, Median	Station 31+44, Median
Station 12+90, Median	Station 32+05, Median
Station 13+29, Median	Station 32+49, Median
Station 15+50, Median	Station 42+30, Median
Station 15+93, Median	Station 42+71, Median
Station 16+47, Median	Station 44+42, Median
Station 16+85, Median	Station 47+25, Median
Station 17+25, Median	Station 47+69, Median

## **CONSTRUCTION ID 2595-08-70**

Remove one tree located at the south east corner of West Capitol Drive and North 7<sup>th</sup> Street.

### **21. Excavation, Hauling, and Disposal of Petroleum Contaminated Soil, Item 205.0501.S (Construction ID 2025-01-72).**

#### **A Description**

##### **A.1 General**

This special provision describes excavating, loading, hauling, and disposing of petroleum contaminated soil at a DNR approved bioremediation facility. The closest DNR approved bioremediation facility is:

Waste Management Orchard Ridge Landfill  
N96 W13503 County Line Road  
Menomonee Falls, WI 53051  
(262) 532-6200

Advanced Disposal Emerald Park Landfill  
W124 S10629 South 124<sup>th</sup> Street  
Muskego, WI 53150  
(414) 529-1360

Perform this work in accordance to standard spec 205 and with pertinent parts of Chapters NR 700-754 of the Wisconsin Administrative Code, as supplemented herein. Per NR 718.07, a solid waste collection and transportation service-operating license is required under NR 502.06 for each vehicle used to transport contaminated soil.

##### **A.2 Notice to the Contractor – Contaminated Soil and Groundwater Location**

The department completed testing for soil and groundwater contamination for locations within this project where excavation is required. Testing indicated that petroleum-contaminated soil is present at the following location(s) as shown on the plans:

1. Northwest corner of STH 190 (W. Capitol Dr.) and N. 35<sup>th</sup> St. at the proposed monotube mast arm traffic signal location at 10.0' south of right-of-way and 16.5' west of right-of-way, from approximately 0 to 16+ feet below ground surface. Soil and groundwater at this location is contaminated with petroleum. Approximately 40 cubic yards (approximately 68 tons at an estimated 1.7 tons per cubic yard) of contaminated soil will be excavated here for traffic light monotube installation. Groundwater at this location has elevated concentrations of petroleum compounds and metals. See Section C below for management of water from dewatering activities.

Directly load contaminated soil into trucks that will transport the soil to a WDNR-licensed bioremediation facility.

If contaminated soils are encountered elsewhere on the project, terminate excavation activities in the area and notify the engineer.

### **A.3 Protection of Groundwater Monitoring Wells**

Active groundwater monitoring wells are present within the construction limits at the following locations as shown on the plans:

1. In the median on the north side of the intersection of W. Capitol Dr. and N. Sherman Blvd. near the proposed monotube location 15.0' north of right-of-way and 55.0' west of right-of-way.
2. In the median on the east side of the intersection of W. Capitol Dr. and N. Sherman Blvd. near the proposed monotube location 57.0' north of right-of-way and 16.0' east of right-of-way.

If groundwater monitoring wells are encountered elsewhere during construction, notify the engineer and protect the wells to maintain their integrity. If required by the environmental consultant, adjust wells that do not conflict with utilities, structures, curb and gutter, etc. to be flush with the final grade. For wells that conflict with the previously mentioned items, notify the environmental consultant, and coordinate with the environmental consultant, or for wells that require abandonment, the abandonment or adjustment of the wells by others. The environmental consultant will provide maps indicating the locations of all known monitoring wells, if requested by the contractor.

Coordinate with the environmental consultant to ensure that the environmental consultant is present to abandon and/or document the location of the groundwater monitoring well during excavation activities.

The excavation management plan for this project has been designed to minimize the offsite disposal of contaminated material. The excavation management plan, including these special provisions, has been developed in cooperation with the WDNR. The WDNR concurrence letter is on file at the Wisconsin Department of Transportation. For further information regarding previous investigation and remediation activities at this site contact:

Name:	Joe Klarkowski, Area Construction Supervisor
Address:	DAAR Corporation, 325 E. Chicago St., Milwaukee WI 53202
Phone:	(414) 225-9817
Fax:	(414) 225-9826
E-mail:	<a href="mailto:joe.klarkowski@daarcorp.com">joe.klarkowski@daarcorp.com</a>

#### **A.4 Coordination**

Coordinate work under this contract with the environment consultant:

Consultant: TRC Environmental Corporation  
Address: 150 N. Patrick Blvd., Suite 180, Brookfield, WI 53045  
Contact: Bryan Bergmann, P.G.  
Phone: (262) 901-2126  
Fax: (262) 879-1220  
E-mail: [bbergmann@trcsolutions.com](mailto:bbergmann@trcsolutions.com)

The role of the environmental consultant will be limited to:

1. Determining the location and limits of contaminated soil to be excavated based on soil analytical results from previous investigations, visual observations, and field screening of soil that is excavated;
2. Identifying contaminated soils to be hauled to the bioremediation facility;
3. Documenting that activities associated with management of contaminated soil are in conformance with the contaminated soil management methods for this project as specified herein; and
4. Obtaining the necessary approvals for disposal of contaminated soil from the bioremediation facility.

Provide at least a 14-calendar day notice of the preconstruction conference date to the environmental consultant. At the preconstruction conference, provide a schedule for all excavation activities in the areas of contamination to the environmental consultant. Also notify the environmental consultant at least three calendar days prior to commencement of excavation activities in each of the contaminated areas.

Coordinate with the environmental consultant to ensure that the environmental consultant is present during excavation activities in the contaminated areas. Perform excavation work in each of the contaminated areas on a continuous basis until excavation work is completed.

Identify the DNR approved bioremediation facility that will be used for disposal of contaminated soils, and provide this information to the environmental consultant no later than 30 calendar days prior to commencement of excavation activities in the contaminated areas or at the preconstruction conference, whichever comes first. The environmental consultant will be responsible for obtaining the necessary approvals for disposal of contaminated soils from the bioremediation facility. Do not transport contaminated soil offsite without prior approval from the environmental consultant.



## **A.5 Health and Safety Requirements**

*Supplement standard spec 107.1 with the following:*

During excavation activities, expect to encounter soil contaminated with gasoline, diesel fuel, fuel oil, or other petroleum related products. Site workers taking part in activities that will result in the reasonable probability of exposure to safety and health hazards associated with hazardous materials shall have completed health and safety training that meets the Occupational Safety and Health Administration (OSHA) requirements for Hazardous Waste Operations and Emergency Response (HAZWOPER), as provided in 29 CFR 1910.120.

Prepare a site-specific Health and Safety Plan, and develop, delineate and enforce the health and safety exclusion zones for each contaminated site location as required by 29 CFR 1910.120. Submit the site-specific health and safety plan and written documentation of up-to-date OSHA training to the engineer prior to the start of work.

## **B (Vacant)**

## **C Construction**

*Supplement standard spec 205.3 with the following:*

Control operations in the contaminated areas to minimize the quantity of contaminated soil excavated.

The environmental consultant will periodically evaluate soil excavated from the contaminated areas to determine if the soil will require offsite bioremediation. The environmental consultant will evaluate excavated soil based on field screening results, visual observations, and soil analytical results from previous environmental investigations. Assist the environmental consultant in collecting soil samples for evaluation using excavation equipment. The sampling frequency shall be a maximum of one sample for every 20 cubic yards excavated.

Directly load and haul soils designated by the environmental consultant for offsite bioremediation to the DNR approved bioremediation facility. Use loading and hauling practices that are appropriate to prevent any spills or releases of petroleum-contaminated soils or residues. Prior to transport, sufficiently dewater soils designated for off-site bioremediation so as not to contain free liquids.

Verify that the vehicles used to transport material are licensed for such activity in accordance to applicable state and federal regulations. Do not transport regulated solid waste off-site without obtaining the approval of the environmental consultant and engineer and notifying the disposal facility.

If dewatering is required in an area of known contamination, water generated from dewatering activities may contain petroleum VOCs and metals. Such water may, with approval of the Milwaukee Metropolitan Sewerage District (MMSD), be discharged to the sanitary sewer as follows:

- a. Meet all applicable requirements of the MMSD including the control of suspended solids. Perform all necessary monitoring to document compliance with MMSD's requirements. Furnish, install, operate, maintain, disassemble, and remove treatment equipment necessary to comply with MMSD's requirements.
- b. Ensure continuous dewatering and excavation safety at all times. Provide, operate, and maintain adequate pumping equipment and drainage and disposal facilities. Notify the engineer of any dewatering activities, and obtain any permits necessary to discharge water. Provide copies of such permits to the engineer. Meet any requirements and pay any costs for obtaining and complying with such permit use. Follow all applicable legislative statutes, judiciary decisions, and regulations of the State of Wisconsin.

Costs associated with excavation dewatering in the contaminated area are considered incidental to this pay item. The Wisconsin Department of Transportation will be the generator of regulated solid waste from this construction project.

#### **D Measurement**

The department will measure Excavation, Hauling, and Disposal of Petroleum Contaminated Soil in tons of contaminated soil, accepted by the bioremediation facility as documented by weight tickets generated by the bioremediation facility.

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
205.0501.S	Excavation, Hauling, and Disposal of Petroleum Contaminated Soil	TON

Payment is full compensation for excavating, segregating, loading, hauling, and treatment via bioremediation of contaminated soil; obtaining solid waste collection and transportation service operating licenses; assisting in the collection soil samples for field evaluation; and dewatering of soils prior to transport, if necessary.

205-003 (20150630)

## **22. Excavation, Hauling, and Disposal of Petroleum Contaminated Soil, Item 205.0501.S (Construction ID 2585-00-70).**

### **A Description**

#### **A.1 General**

This special provision describes excavating, loading, hauling, and disposing of petroleum contaminated soil at a DNR approved bioremediation facility. The closest DNR approved bioremediation facilities that can bioremediate this soil once excavated are:

Waste Management Orchard Ridge Landfill  
N96W13503 County Line Road  
Menomonee Falls, WI 53051  
Phone: (262) 253-8620

Advanced Disposal Emerald Park Landfill, LLC  
W124 S10629 S 124th St  
Muskego, WI 53150  
Phone: (414) 529-1360.

Perform this work in accordance to standard spec 205 and with pertinent parts of Chapters NR 700-754 of the Wisconsin Administrative Code, as supplemented herein. Per NR 718.07, a solid waste collection and transportation service-operating license is required under NR 502.06 for each vehicle used to transport contaminated soil.

#### **A.2 Notice to the Contractor – Contaminated Soil Location(s)**

The department completed testing for soil and groundwater contamination for locations within this project where excavation is required. Testing indicated that petroleum-contaminated soil is present at the following location(s) as shown on the plans:

- Station 3+05 to 3+85 from 40 feet left of reference line to 40 feet right of reference line, from approximately 0 to 2 feet below grade. Soil excavated from this area will require off-site bioremediation. The estimated volume of contaminated soil to be excavated at this location is 178 cubic yards (approximately 303 tons using a conversion factor of 1.7 tons per cubic yard). Ground water is not expected to be encountered at this location.

Directly load soil excavated by the project at the above location into trucks that will transport the soil to a WDNR-licensed bioremediation facility.

If contaminated soils are encountered elsewhere on the project, terminate excavation activities in the area and notify the engineer.

No active groundwater monitoring wells were observed within the construction limits. If active groundwater monitoring wells are encountered during construction, notify the engineer and protect them to maintain their integrity. The environmental consultant will determine if monitoring wells need to be maintained. For monitoring wells that do need to

be maintained, adjust the wells that do not conflict with structures or curb and gutter to be flush with the final grade. For wells that conflict with the previously mentioned items or if monitoring wells are not required to be maintained, they will be abandoned by others.

If dewatering is required at the above location, conduct the dewatering in accordance with Section C below.

### **A.3 Excavation Management Plan**

The excavation management plan for this project has been designed to minimize the offsite bioremediation of contaminated material. The excavation management plan, including these special provisions, has been developed in cooperation with the WDNR. The WDNR concurrence letter is on file at the Wisconsin Department of Transportation. For further information regarding previous investigation and remediation activities in these areas contact:

Name: Joe Klarkowski, Area Construction Supervisor  
Address: DAAR Corporation, 325 E. Chicago St., Milwaukee WI 53202  
Phone: (414) 225-9817  
Fax: (414) 225-9826  
E-mail: [joe.klarkowski@daarcorp.com](mailto:joe.klarkowski@daarcorp.com)

### **A.4 Coordination**

Coordinate work under this contract with the environment consultant:

Consultant: TRC Environmental Corporation  
Address: 150 N. Patrick Blvd. Ste. 180, Brookfield, WI 53045  
Contact: Bryan Bergmann, P.G.  
Phone: (262) 901-2136 office, (262) 227-9210 cell  
Fax: (262) 879-1220  
E-mail: [bbergmann@trcsolutions.com](mailto:bbergmann@trcsolutions.com)

The role of the environmental consultant will be limited to:

1. Determining the location and limits of contaminated soil to be excavated based on soil analytical results from previous investigations, visual observations, and field screening of soil that is excavated;
2. Identifying contaminated soils to be hauled to the bioremediation facility;
3. Documenting that activities associated with management of contaminated soil are in conformance with the contaminated soil management methods for this project as specified herein; and
4. Obtaining the necessary approvals for disposal of contaminated soil from the bioremediation facility.

Provide at least a 14-calendar day notice of the preconstruction conference date to the environmental consultant. At the preconstruction conference, provide a schedule for all excavation activities in the areas of contamination to the environmental consultant. Also notify the environmental consultant at least three calendar days prior to commencement of excavation activities in each of the contaminated areas.

Coordinate with the environmental consultant to ensure that the environmental consultant is present during excavation activities in the contaminated areas. Perform excavation work in each of the contaminated areas on a continuous basis until excavation work is completed.

Identify the DNR approved bioremediation facility that will be used for disposal of contaminated soils, and provide this information to the environmental consultant no later than 30 calendar days prior to commencement of excavation activities in the contaminated areas or at the preconstruction conference, whichever comes first. The environmental consultant will be responsible for obtaining the necessary approvals for disposal of contaminated soils from the bioremediation facility. Do not transport contaminated soil offsite without prior approval from the environmental consultant.

#### **A.4 Health and Safety Requirements**

*Supplement standard spec 107.1 with the following:*

During excavation activities, expect to encounter soil contaminated with gasoline, diesel fuel, fuel oil, or other petroleum related products. Site workers taking part in activities that will result in the reasonable probability of exposure to safety and health hazards associated with hazardous materials shall have completed health and safety training that meets the Occupational Safety and Health Administration (OSHA) requirements for Hazardous Waste Operations and Emergency Response (HAZWOPER), as provided in 29 CFR 1910.120.

Prepare a site-specific Health and Safety Plan, and develop, delineate and enforce the health and safety exclusion zones for each contaminated site location as required by 29 CFR 1910.120. Submit the site-specific health and safety plan and written documentation of up-to-date OSHA training to the engineer prior to the start of work.

#### **B (Vacant)**

#### **C Construction**

*Supplement standard spec 205.3 with the following:*

Control operations in the contaminated areas to minimize the quantity of contaminated soil excavated.

The environmental consultant will periodically monitor soil excavated from the contaminated areas. The environmental consultant will evaluate excavated soil based on field screening results, visual observations, and soil analytical results from previous

environmental investigations. Assist the environmental consultant in collecting soil samples for evaluation using excavation equipment. The sampling frequency shall be a maximum of one sample for every 20 cubic yards excavated.

Directly load and haul soils designated by the environmental consultant for offsite disposal to the DNR approved bioremediation facility. Use loading and hauling practices that are appropriate to prevent any spills or releases of petroleum-contaminated soils or residues. Prior to transport, sufficiently dewater soils designated for off-site disposal so as not to contain free liquids.

If dewatering is required in an area of known contamination, water generated from dewatering activities may contain contaminants and require special handling and disposal. Limit excavation in the location described above in A2 to minimize the handling of groundwater. Notify the engineer of any dewatering activities, and obtain any permits necessary to discharge or dispose of contaminated water. Provide copies of such Permit to the engineer. Ensure continuous dewatering and excavation safety at all times. Provide, operate, and maintain adequate pumping equipment and drainage and disposal facilities. Meet any requirements and pay any costs for obtaining and complying with such permit use. Follow all applicable legislative statutes, judiciary decisions, and regulations of the State of Wisconsin.

Costs associated with excavation dewatering in the contaminated area are considered incidental to this pay item. The Wisconsin Department of Transportation will be the generator of regulated solid waste from this construction project.

#### **D Measurement**

The department will measure Excavation, Hauling, and Disposal of Petroleum Contaminated Soil in tons of contaminated soil, accepted by the bioremediation facility as documented by weight tickets generated by the bioremediation facility.

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
205.0501.S	Excavation, Hauling, and Disposal of Petroleum Contaminated Soil	TON

Payment is full compensation for excavating, segregating, loading, hauling, and treatment via bioremediation of contaminated soil; obtaining solid waste collection and transportation service operating licenses; assisting in the collection soil samples for field evaluation; and dewatering of soils prior to transport, if necessary.

205-003 (20150630)

## **23. QMP Base Aggregate.**

### **A Description**

#### **A.1 General**

- (1) This special provision describes contractor quality control (QC) sampling and testing for base aggregates, documenting those test results, and documenting related production and placement process changes. This special provision also describes department quality verification (QV), independent assurance (IA), and dispute resolution.
- (2) Conform to standard spec 301, standard spec 305, and standard spec 310 as modified here in this special provision. Apply this special provision to material placed under all of the Base Aggregate Dense and Base Aggregate Open Graded bid items, except do not apply this special provision to material classified as reclaimed asphaltic pavement placed under the Base Aggregate Dense bid items.
- (3) Do not apply this special provision to material placed under the Aggregate Detours, Salvaged Asphaltic Pavement Base, Breaker Run, Select Crushed, Pit Run, Subbase, or Riprap bid items.
- (4) Provide and maintain a quality control program, defined as all activities related to and documentation of the following:
  1. Production and placement control and inspection.
  2. Material sampling and testing.
- (5) Chapter 8 of the department's construction and materials manual (CMM) provides additional detailed guidance for QMP work and describes required sampling and testing procedures. The contractor may obtain the CMM from the department's web site at:  
<http://wisconsindot.gov/Pages/doing-bus/eng-consultants/cnslt-rsrces/rdwy/default.aspx>

#### **A.2 Contractor Testing for Small Quantities**

- (1) The department defines a small quantity, for each individual Base Aggregate bid item, as a plan quantity of 9000 tons or less of material as shown in the schedule of items under that bid item.
- (2) The requirements under this special provision apply equally to a small quantity for an individual bid item except as follows:
  1. The contractor need not submit a full quality control plan but shall provide an organizational chart to the engineer including names, telephone numbers, and current certifications of all persons involved in the quality control program for material under affected bid items.

2. Divide the aggregate into uniformly sized sublots for testing as follows:

<b>Plan Quantity</b>	<b>Minimum Required Testing</b>
$\leq 1500$ tons	One test from production, load-out, or placement at the contractor's option <sup>[1]</sup>
$> 1500$ tons and $\leq 6000$ tons	Two tests of the same type, either from production, load-out, or placement at the contractor's option <sup>[1]</sup>
$> 6000$ tons and $\leq 9000$ tons	Three placement tests <sup>[2][3]</sup>

- <sup>[1]</sup> If using production tests for acceptance, submit test results to the engineer for review prior to incorporating the material into the work. Production test results are valid for a period of 3 years.
- <sup>[2]</sup> For 3-inch material, obtain samples at load-out.
- <sup>[3]</sup> If the actual quantity overruns 9000 tons, create overrun sublots to test at a rate of one additional placement test for each 3000 tons, or fraction of 3000 tons, of overrun.
3. No control charts are required. Submit aggregate load-out and placement test results to the engineer within one business day of obtaining the sample. Assure that all properties are within the limits specified for each test.
4. Department verification testing is optional for quantities of 6000 tons or less.
- (3) Material represented by a subplot with any property outside the specification limits is nonconforming. The department may reject material or otherwise determine the final disposition of nonconforming material as specified in standard spec 106.5.

## **B Materials**

### **B.1 Quality Control Plan**

- (1) Submit a comprehensive written quality control plan to the engineer at or before the pre-construction meeting. Do not place base before the engineer reviews and comments on the plan. Construct the project as that plan provides.
- (2) Do not change the quality control plan without the engineer's review. Update the plan with changes as they become effective. Provide a current copy of the plan to the engineer and post in each of the contractor's laboratories 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 means that will be used, and action time frames.
  3. A list of source and processing locations, section and quarter descriptions, for all aggregate materials requiring QC testing.
  4. Test results for wear, sodium sulfate soundness, freeze/thaw soundness, and plasticity index of all aggregates requiring QC testing. Obtain this information from the region materials unit or from the engineer.



5. Descriptions of stockpiling and hauling methods.
6. Locations of the QC laboratory, retained sample storage, and where control charts and other documentation is posted.
7. An outline for resolving a process control problem. Include responsible personnel, required documentation, and appropriate communication steps.

## **B.2 Personnel**

- (1) Have personnel certified under the department's highway technician certification program (HTCP) perform sampling, testing, and documentation as follows:

<b>Required Certification Level:</b>	<b>Sampling or Testing Roles:</b>
Aggregate Technician IPP Aggregate Sampling Technician Aggregate Assistant Certified Technician (ACT-AGG)	Aggregate Sampling <sup>[1]</sup>
Aggregate Technician IPP Aggregate Assistant Certified Technician (ACT-AGG)	Aggregate Gradation Testing, Aggregate Fractured Particle Testing, Aggregate Liquid Limit and Plasticity Index Testing

<sup>[1]</sup> Plant personnel under the direct observation of an aggregate technician certified at level one or higher may operate equipment to obtain samples.

- (2) 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.

## **B.3 Laboratory**

- (1) Perform QC testing at a department-qualified laboratory. Obtain information on the Wisconsin laboratory qualification program from:

Materials Management Section  
3502 Kinsman Blvd.  
Madison, WI 53704  
Telephone: (608) 246-5388

<http://wisconsindot.gov/Pages/doing-bus/eng-consultants/cnslt-rsrcs/tools/appr-prod/qual-labs.aspx>

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

### **B.4.1 General**

- (1) Submit base aggregate placement documentation to the engineer within 10 business days after completing base placement. Ensure that the submittal is complete, neatly organized, and includes applicable project records and control charts.

#### **B.4.2 Records**

- (1) Document all placement observations, inspection records, and control adjustments daily in a permanent field record. Also include all test results in the project records. Provide test results to the engineer within 6 hours after obtaining a sample. For 3-inch base, extend this 6-hour limit to 24 hours. Post or distribute tabulated results using a method mutually agreeable to the engineer and contractor.

#### **B.4.3 Control Charts**

- (1) Plot gradation and fracture on the appropriate control chart as soon as test results are available. Format control charts according to CMM 8.30. Include the project number on base placement control charts. Maintain separate control charts for each base aggregate size, source or classification, and type.
- (2) Provide control charts to the engineer within 6 hours after obtaining a sample. For 3-inch base, extend this 6-hour limit to 24 hours. Post or distribute charts using a method mutually agreeable to the engineer and contractor. Update control charts daily to include the following:
  1. Contractor individual QC tests.
  2. Department QV tests.
  3. Department IA tests.
  4. Four-point running average of the QC tests.
- (3) Except as specified under B.8.2.1 for nonconforming QV tests, include only QC tests in the running average. The contractor may plot process control or informational tests on control charts, but do not include these tests, conforming QV tests, or IA tests in the running average.

#### **B.5 Contractor Testing**

- (1) Test gradation, fracture, liquid limit and plasticity index during placement for each base aggregate size, source or classification, and type.
- (2) Test gradation once per 3000 tons of material placed. Determine random sample locations and provide those sample locations to the engineer. Obtain samples after the material has been bladed, mixed, and shaped but before compacting; except collect 3-inch samples from the stockpile at load-out. Do not sample from material used to maintain local traffic or from areas of temporary base that will not have an overlying pavement. On days when placing only material used to maintain local traffic or only temporary base that will not have an overlying pavement, no placement testing is required.
- (3) Split each 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.
- (4) The engineer may require additional sampling and testing to evaluate suspect material or the technician's sampling and testing procedures.

- (5) Test fracture for each gradation test until the fracture running average is above the lower warning limit. Subsequently, the contractor may reduce the frequency to one test per 10 gradation tests if the fracture running average remains above the warning limit.
- (6) Test the liquid limit and plasticity index for the first gradation test. Subsequently, test the liquid limit and plasticity index a minimum of once per 10 gradation tests.

## **B.6 Test Methods**

### **B.6.1 Gradation**

- (1) Test gradation using a washed analysis conforming to the following as modified in CMM 8.60:  
 Gradation..... AASHTO T 27  
 Material finer than the No. 200 sieve..... AASHTO T 11
- (2) For 3-inch base, if 3 consecutive running average points for the percent passing the No. 200 sieve are 8.5 percent or less, the contractor may use an unwashed analysis. Wash at least one sample out of 10. If a single running average for the percent passing the No. 200 sieve exceeds 8.5 percent, resume washed analyses until 3 consecutive running average points are again 8.5 percent passing or less.
- (3) Maintain a separate control chart for each sieve size specified in standard spec 305 or standard spec 310 for each base aggregate size, source or classification, and type. Set control and warning limits based on the standard specification gradation limits as follows:
  1. Control limits are at the upper and lower specification limits.
  2. There are no upper warning limits for sieves allowing 100 percent passing and no lower control limits for sieves allowing 0 percent passing.
  3. Dense graded warning limits, except for the No. 200 sieve, are 2 percent within the upper and lower control limits. Warning limits for the No. 200 sieve are set 0.5 percent within the upper and lower control limits.
  4. Open graded warning limits for the 1-inch, 3/8-inch, and No. 4 sieves are 2 percent within the upper and lower control limits. Upper warning limits for the No. 10, No. 40, and No. 200 sieves are 1 percent inside the upper control limit.

### **B.6.2 Fracture**

- (1) Test fracture conforming to CMM 8.60. The engineer will waive fractured particle testing on quarried stone.
- (2) Maintain a separate fracture control chart for each base aggregate size, source or classification, and type. Set the lower control limit at the contract specification limit, either specified in another special provision or in table 301-2 of standard spec 301.2.4.5. Set the lower warning limit 2 percent above the lower control limit. There are no upper limits.

### **B.6.3 Liquid Limit and Plasticity**

- (1) Test the liquid limit and plasticity according to AASHTO T 89 and T 90.
- (2) Ensure the material conforms to the limits specified in standard spec table 301-2.

## **B.7 Corrective Action**

### **B.7.1 General**

- (1) Consider corrective action when the running average trends toward a warning limit. Take corrective action if an individual test exceeds the contract specification limit. Document all corrective actions both in the project records and on the appropriate control chart.

### **B.7.2 Placement Corrective Action**

- (1) Do not blend additional material on the roadbed to correct gradation problems.
- (2) Notify the engineer whenever the running average exceeds a warning limit. When two consecutive running averages exceed a warning limit, the engineer and contractor will discuss appropriate corrective action. Perform the engineer's recommended corrective action and increase the testing frequency as follows:
  1. For gradation, increase the QC testing frequency to at least one randomly sampled test per 1000 tons placed.
  2. For fracture, increase the QC testing frequency to at least one test per gradation test.
- (3) If corrective action improves the property in question such that the running average after 4 additional tests is within the warning limits, the contractor may return to the testing frequency specified in B.5.3. If corrective action does not improve the property in question such that the running average after 4 additional individual tests is still in the warning band, repeat the steps outlined above starting with engineer notification.
- (4) If the running average exceeds a control limit, material starting from the first running average exceeding the control limit and ending at the first subsequent running average inside the control limit is nonconforming and subject to pay reduction.
- (5) For individual test results significantly outside the control limits, notify the engineer, stop placing base, and suspend other activities that may affect the area in question. The engineer and contractor will jointly review data, data reduction, and data analysis; evaluate sampling and testing procedures; and perform additional testing as required to determine the extent of potentially unacceptable material. The engineer may direct the contractor to remove and replace that material. Individual test results are significantly outside the control limits if meeting one or more of the following criteria:
  1. A gradation control limit for the No. 200 sieve is exceeded by more than 3.0 percent.
  2. A gradation control limit for any sieve, except the No. 200, is exceeded by more than 5.0 percent.
  3. The fracture control limit is exceeded by more than 10.0 percent.

## **B.8 Department Testing**

### **B.8.1 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.

### **B.8.2 Verification Testing**

#### **B.8.2.1 General**

- (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 B.2 for contractor testing personnel for each test result being verified. The department will notify the contractor before sampling so the contractor can observe QV sampling.
- (2) The department will conduct QV tests of each base aggregate size, source or classification, and type during placement conforming to the following:
  1. One non-random test on the first day of placement.
  2. At least one random test per 30,000 tons, or fraction of 30,000 tons, placed.
- (3) The department will sample randomly, at locations independent of the contractor's QC work, collecting one sample at each QV location. The department will collect QV samples after the material has been bladed, mixed, and shaped but before compacting; except, for 3-inch aggregates, the department will collect samples from the stockpile at load-out. The department will split each sample, test half for QV, and retain half.
- (4) 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.
- (5) The department will assess QV results by comparing to the appropriate specification limits. If QV test results conform to the specification, the department will take no further action. If QV test results are nonconforming, add the QV to the QC test results as if it were an additional QC test.

#### **B.8.3 Independent Assurance**

- (1) Independence 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. Reviewing required worksheets and control charts.
  6. Requesting that testing personnel perform additional sampling and testing.
- (2) If the department identifies a deficiency, and after further investigation confirms it, correct that deficiency. If the contractor does not correct or fails to cooperate in resolving identified deficiencies, the engineer may suspend placement until action is taken. Resolve disputes as specified in B.9.

### **B.9 Dispute Resolution**

- (1) The engineer and contractor should make every effort to avoid conflict. If a dispute between some aspect of the contractor's and the engineer's testing program does occur, seek a solution mutually agreeable to the project personnel. The department and contractor may review the data, examine data reduction and analysis methods, evaluate sampling and testing procedures, and perform additional testing. Use ASTM 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 the project personnel cannot resolve a dispute, and the dispute affects payment or could result in incorporating non-conforming product, 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 (Vacant)**

### **D (Vacant)**

### **E Payment**

- (1) Costs for all sampling, testing, and documentation required under this special provision are incidental to this 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.
- (2) For material represented by a running average exceeding a control limit, the department will reduce pay by 10 percent of the contract price for the affected Base Aggregate bid items listed in subsection A. The department will administer pay

reduction under the Nonconforming QMP Base Aggregate Gradation or Nonconforming QMP Base Aggregate Fracture Administrative items. The department will determine the quantity of nonconforming material as specified in B.7.2.  
301-010 (20151210)

**24. Base Aggregate Dense 1¼-Inch for Lower Base Layers.**

*Replace standard spec 305.2.2.1(2) with the following:*

- Use 1¼-inch base throughout the full base depth.

**25. Stamping Colored Concrete, Item 405.1000.**

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

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

- (1) Match brick pattern of existing stamped colored concrete

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

- (1) Color concrete full-depth conforming to standard spec 405.3.1

- (2) Match brick pattern of existing stamped colored concrete

**26. Protection of Concrete.**

*Supplement standard spec 415.3.14 as follows:*

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

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

**27. Concrete Identification Stamping.**

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

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

**28. Drilled Tie Bars.**

Perform the work under this item according to the requirements of standard spec 416.3.3 of standard specification and as hereinafter provided.

Install pavement tie bars at locations where the new concrete base patches and curb and gutter abut existing concrete pavement. Space tie bars 3 feet center-to-center and install on a skew horizontally. Alternate the direction of the skew after every two bars.

**29. QMP Ride Quality.**

Delete standard spec 440. Ride quality does not apply to this contract.

**30. Tack Coat.**

*Revise standard spec 455.2.5 by adding the following:*

Apply the diluted tack coat between all layers of asphaltic surfacing and between existing pavement and new asphaltic surfacing.

**31. Temporary Roadway Maintenance.**

Perform all temporary roadway maintenance required in the open lanes of the existing roadway. Respond within two hours of any call for maintenance. The cost of this work, such as repairing potholes during construction, shall be measured and paid under the bid item 460.5224 HMA Pavement 4 LT 58-28 S..

**32. Concrete Aggregates.**

*Add the following to standard spec 501.2.5.4.5(4) Size Requirements:*

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

**33. Construction Trenches.**

Upon completion of the normal workday and when work is not in progress, plate all trenches within the roadway resulting from construction activities, which are not fully backfilled, with steel plates suitable for carrying a vehicle as directed by the engineer. Plating is in addition to the barricades and traffic control devices required for lane closure or traffic control. Cost of steel plates shall be included in the bid prices for the related bid items that are under construction.

**34. Removing Concrete Driveway Approaches and Concrete Sidewalk.**

The removal of concrete driveway approaches shall be included in, and measured and paid for under the bid item 204.0155 Removing Concrete Sidewalk.



When the contract requires the removal of concrete driveway approaches and/or concrete sidewalk in areas of monotube construction, minimize the disturbance of aggregate or earth layers during removal of driveway approaches and/or or sidewalk.

Supplemental base aggregate dense needed under new sidewalk or driveway approaches is incidental to the concrete sidewalk or concrete driveway bid items. Testing of aggregates will not be required. Place aggregate according to standard spec 305.

### **35. Adjusting Manhole Covers.**

This work shall be according to the pertinent provisions of standard spec 611, as shown on the plans, and as hereinafter provided.

Make manhole cover adjustments as shown in plans, construction detail drawings or otherwise directed by the engineer. The costs for adjusting manholes by the contractor will be paid under the appropriate bid items.

Each utility owner, at their own cost, will adjust their utility company manholes.

Adjustment of manholes in asphaltic areas, including sawing and patching materials used, are incidental to bid item 611.8110 Adjusting Manhole Covers.

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

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

### **36. Pipe Underdrain 8-Inch, Item 612.0108.**

All work shall be done according to standard spec 612 and consists of providing polyvinylchloride drainage pipe underdrain (8-inch). All work and materials necessary to install the pipe underdrains in the bioswales shall be included in the unit bid price. The work shall include but not be limited to installation of pipe underdrain (8-inch), connections to the pipe underdrain unperforated (8-inch) or to inlets, end caps on all end pieces, and all tees, wyes, fittings necessary.

The pipe should have  $\frac{3}{8}$ -inch perforations, spaced at 6-inch centers, with a minimum of 4 holes per row. It shall be laid just under the bedding layer but shall not be wrapped with

geotextile fabric. A two foot wide section of geotextile fabric shall be placed on top of and centered on the pipe. The fabric shall extend 1-foot beyond the ends.

### **37. Pipe Underdrain Unperforated 6-Inch, Item 612.0206.**

All work shall be done according to standard spec 612 and consists of materials necessary to install the Pipe Underdrain Unperforated (6-Inch) shall be included in the unit bid price.

The underdrain shall be laid on class “C” bedding. The contractor shall be required to manage all flows during construction and the reconnection to the storm inlets. The cost of any bypassing and pumping flow around the project shall be included in the unit bid price.

The work shall include but not limited to coring new connections to existing or new storm inlets, making all connections to the new pipe underdrain (6-inch), and all tees, wyes, fittings necessary to connect and construct the underdrain.

### **38. Fence Safety, Item 616.0700.S.**

#### **A Description**

This special provision describes furnishing and installing a plastic fence at locations shown on the plans and as hereinafter provided.

#### **B Materials**

Furnish notched conventional metal “T” or “U” shaped fence posts.

Furnish fence fabric meeting the following requirements.

Color:	International orange (UV stabilized)
Roll Height:	4 feet
Mesh Opening:	1 inch min to 3 inch max
Resin/Construction:	High density polyethylene mesh
Tensile Yield:	Avg. 2000 lb per 4 ft. width (ASTM D638)
Ultimate Tensile Strength:	Avg. 3000 lb per 4 ft. width (ASTM D638)
Elongation at Break (%):	Greater than 100% (ASTM D638)
Chemical Resistance:	Inert to most chemicals and acids

#### **C Construction**

Drive posts into the ground 12 to 18 inches. Space posts at 7 feet.

Use a minimum of three wire ties to secure the fence at each post. Weave tension wire through the top row of strands to provide a top stringer that prevents sagging.

Overlap two rolls at a post and secure with wire ties.

#### **D Measurement**

The department will measure Fence Safety by the linear foot along the base of the fence, center-to-center of posts, 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
616.0700.S	Fence Safety	LF

Payment is full compensation for furnishing and installing fence and posts; maintaining the fence and posts in satisfactory condition; and for removing and disposing of fence and posts at project completion.

616-030 (20160607)

### **39. Landmark Reference Monuments, Item 621.0100.**

Locate and install the monuments at the direction of the City of Milwaukee, Infrastructure Services Division's Construction Section.

*Replace standard spec 621.2 with the following:*

Use monuments provided by the Southeast Wisconsin Regional Planning Commission (SEWRPC) that consist of precast concrete with a brass cap. Notify the engineer at least one week prior to needing the monuments. The engineer will contact Mr. John Washburn of the SEWRPC (262-547-6721) to arrange for the delivery of the monuments to the project.

*Replace standard spec 621.3.2.1(2) with the following:*

Provide, at the discretion of the engineer, a 2-foot diameter by 3-foot deep hole (box out) backfilled with base aggregate dense at the location of the monument until after paving is complete at which time the monument can be reset and the surrounding pavement can be placed.

Place the monuments so that the top elevation of the monuments shall be approximately 1 inch below the finished pavement surface or flush with the ground surface in unpaved areas. Place the monuments so that the caps are oriented in the cardinal direction (read from due south). Place the monuments so that the actual point of reference is centered on the location marks on the cap.

*Replace standard spec 621.5(2) with the following:*

Payment for the Landmark Reference Monuments is full compensation for furnishing all excavating; placing the precast monument; placing and compacting backfill material; and for properly disposing of surplus materials.

## **40. Dust Control Implementation Plan.**

### **A Description**

Develop, update, and implement a detailed Dust Control Implementation Plan (DCIP) for all land-disturbing construction activities and associated impacts both within the project site boundaries and outside the project site boundaries. This article also specifies contract bid items the contractor shall incorporate into their DCIP.

### **B (Vacant)**

### **C Construction**

#### **C.1 General**

Minimize dust emissions resulting from land disturbing activities. Do not generate excessive air borne particulate matter (PM) or nuisance dust conditions. The contractor has direct responsibility for controlling dust at all times throughout the duration of the contract, 24 hours per day, 7 days per week, including non-working hours, weekends, and holidays.

Submit a DCIP to the engineer for review at least 14 calendar days before the preconstruction conference. Coordinate with the department, if requested, to resolve DCIP related issues before the preconstruction conference. The department will either approve the DCIP or request revisions. Do not initiate any land-disturbing activities without the department's approval of the DCIP.

#### **C.2 Dust Control Implementation Plan Contents**

Develop a DCIP tailored to the specific needs of the project. Consider potential impacts to businesses and residences adjacent to the job site. Describe in detail all land disturbing, dust generating activities. Identify strategies to prevent, mitigate, and collect excess dust. Establish clear lines of communication with the engineer to ensure that all dust control issues can be dealt with promptly.

The DCIP shall include, but not be limited to, all of the following:

1. A single contact person with overall responsibility for the DCIP development as well as surveillance and remediation of job related dust. Include the following:
  - Name, firm, address, and working-hours phone number.
  - Non-working-hours phone number.
  - Email address.
2. Individual contact persons and their respective areas of responsibility. Include the following:
  - Name, firm, address, and working-hours phone number.
  - Non-working-hours phone number.
  - Email address.

3. A site map locating project features, the job site boundaries, all ingress and egress points, air intakes and other dust-sensitive areas, and all public and private paved surfaces within and immediately adjacent to the job site. Show where specific land disturbing, dust generating activities will occur and, to the extent possible, where the contractor plans to employ various dust control or prevention strategies.
4. A matrix showing, for each anticipated land disturbing, dust generating activity, the following:
  - Preventive measures that will be employed.
  - The applicable contact person.
  - The contractor's timetable and/or surveillance measures used to determine when remediation is required.
  - The specific dust control and remediation measures that will be employed. List the specific contract bid items that will be used for payment. Also indicate costs that are incidental to the contract.
  - Both maintenance and cleanup schedules and procedures.
  - How excess and waste materials will be disposed of.
5. A description of how off-site impacts will be monitored and dealt with.

### **C.3 Updating the Dust Control Implementation Plan**

Update the DCIP throughout the term of the contract as the engineer directs. Obtain the engineer's approval for all DCIP alterations. Also obtain the engineer's approval for DCIP routine adjustments for weather, job conditions, or emergencies that will have an impact on payment under the bid items listed in the approved DCIP.

### **C.4 Dust Control Deficiencies**

Correct engineer identified dust control deficiencies within the time the engineer specifies. The engineer will allow from 30 minutes to 24 hours from the time the engineer notifies the contractor in writing of the deficiency. Deficiencies include, but are not limited to, actions or lack of actions resulting in excessive dust, failing to comply with the contractor's dust control implementation plan or associated special provisions, and failing to properly maintain equipment.

### **D Measurement**

The department will measure the various bid items associated with dust control as specified in the applicable measurement subsections of either the standard specifications or other contract special provisions. The department will not measure work performed under a DCIP alteration unless the engineer specifically approves that alteration.

Measurement under the DCIP shall include following contract bid item:

623.0200	Dust Control Surface Treatment
----------	--------------------------------

The department will measure work completed under other existing contract bid items if approved as a part of the DCIP. The department will consider new bid items to the contract if proposed under the DCIP. The department will not measure work required under the DCIP that is not included in contract bid items.

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
623.0200	Dust Control Surface Treatment	SY

Payment is full compensation for furnishing all costs associated with the development and updating of the DCIP are incidental to the contract. The department will pay separately for the work required to implement the actions approved in the DCIP under the contract bid items approved as a part of the DCIP. All other costs associated with work approved under the DCIP are incidental to the contract.

If the contractor fails to correct a dust control deficiency within the specified time, the department will deduct \$5,000 per day from payments due the contractor for each calendar day, or fraction of a day, that the deficiency exists. The department will assess time beginning with contractor notification and ending when the engineer accepts the correction. After expiration of the specified time for correction, the engineer may correct, or have a third party, correct the deficiency. In addition to the \$5,000 per day deduction, the department will deduct costs of this correction from payments due the contractor.

#### **41. Sod Lawn.**

Watering is incidental to the work required to sod lawn.

#### **42. Furnishing and Planting Plant Materials.**

*Replace standard spec 632.2.6 Mulch with the following:*

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

#### **43. Landscape Planting Surveillance and Care Cycles.**

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

A plant establishment period of 1 year shall follow the completion of planting.

If the care specialist fails to perform any of the required care cycles as specified in standard spec 632.3.19.1, the department will assess daily damages in the amount of \$500.00 to cover the cost of performing the work with other forces. The department will

assess these damages for each day the requirements of the care cycle remain incomplete, except when the engineer extends the required time period.

*Add the following to standard spec 632.3.19.1:*

Remove all trash and leaves and clean around all overflow structure to prevent clogging from all bioswales.  
632-005

#### **44. Field Office.**

*Supplement standard spec 642, by adding the following:*

The contractor shall locate the field office, at a distance that is not greater than ¼ mile from the project location, for Construction Project 2585-00-70.

#### **45. Coordination with Milwaukee County Transit (MCTS).**

During construction of new sidewalk pads for bus stops, MCTS will coordinate with the contractor to determine where temporary bus stops should be installed. MCTS crews will remove the existing bus stop signs/shelters and MCTS will install temporary signs. Contact MCTS at least ten working days before relocation of bus stops is required.

The removal of the sidewalk, at any existing bus stop location must occur in conjunction with the placement of the temporary surface that will provide access to the temporary bus stop location.

#### **46. Temporary Pedestrian Surface Asphalt, Item 644.1410.S; Temporary Pedestrian Surface Plate, Item 644.1430.S.**

##### **A Description**

This special provision describes providing, maintaining, and removing temporary pedestrian surface.

##### **B Materials**

Furnish 1 1/4-inch dense graded aggregate conforming to standard spec 305.2. Furnish:

- Asphaltic surface conforming to standard spec 465.2.
- 1/4 inch minimum steel plate or commercially available prefabricated plates with skid resistant surface coating conforming to Americans with Disabilities Act Accessibility Guidelines. If placed in the roadway, must be able to handle a vehicle weight of 88,000 lbs.

### **C Construction**

Place, compact, and level a dense graded aggregate foundation before placing the surface.

Provide a firm, stable, and slip-resistant surface layer with vertical joints no higher than 1/4 inch and horizontal joints no wider than 1/2 inch. Asphalt may also be used to ramp up to materials up to 1 inch thick. Construct conforming to the following:

- Asphalt surface a minimum of 2 inches thick compacted with compactors, tampers, or rollers.
- Steel or prefabricated plate with a skid resistant surface coating.

Align parallel to the existing roadway grade or, if outside of a street or highway right-of-way, do not exceed 5 percent longitudinal slope. Provide cross slope of 1 to 2 percent unless the engineer approves a steeper cross slope in writing.

Maintain the surface with a 4-foot minimum clear width and the specified joint and slope requirements. Repair or reconstruct installations disturbed during construction operations. Remove and dispose of as specified in standard spec 203.3.4 when no longer required.

### **D Measurement**

The department will measure temporary pedestrian surface 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
644.1410.S	Temporary Pedestrian Surface Asphalt	SF
644.1430.S	Temporary Pedestrian Surface Plate	SF

Payment is full compensation for providing, maintaining, and removing temporary pedestrian surface.

644-010

## **47. Pedestrian and Bicycle Accommodations in Temporary Work Zone.**

The contractor shall provide and maintain fully accessible, safe, and direct passage for pedestrians and bicycles, through the temporary work zone, which must be fully compliant with access requirements for people with disabilities, as specified in the American with Disabilities Act. All traffic control devices used to provide and maintain safe access, must be fully consistent with specifications for traffic control devices included in the Manual on Uniform Traffic Control Devices. Specific locations for pedestrian and bicycle access accommodations are to be maintained during construction, per direction of the engineer.



#### **48. Construction Staking.**

*Supplement standard spec 650 with the following:*

- Stake each plan grade so that the form-setters and inspector can check the grade and alignment.

#### **49. Construction Staking Electrical Installations, Item 650.8500.**

The work under this item shall be performed according to the requirements of standard spec 650, and as shown in the plans.

The traffic poles, bases and vaults are referenced from the right-of-way line to the center.

See drawing details for any additional information.

#### **50. Conduit Rigid Nonmetallic Schedule 40 2-Inch, Item 652.0225; Conduit Rigid Nonmetallic Schedule 40 2 ½-Inch, Item 652.0230; Schedule 40 3-Inch, Item 652.0235.**

This work consists of furnishing and installing PVC conduits according to standard spec 652, and as shown in the plan details. All work shall be according to standard spec 651.

*Supplement standard spec 652 as follows:*

##### **652.2 Material**

##### **652.2.1 General**

*Add the following text:*

- (2) Contractor must submit a certificate of compliance, to the engineer, certifying that the conduit rigid nonmetallic as furnished conform to the above requirements. Send a copy of the certificate of the conduit rigid nonmetallic to:

City of Milwaukee  
Infrastructure Services Division  
Transportation Section  
Street Lighting Engineering Manager  
841 N. Broadway (Room 920)

##### **652.3.1 Installation of Conduit**

##### **652.3.1.1 General**

*Add the following text:*

- (7) Locations of the conduits where they are required are identified in the plans. However, installation will require integration with existing field conditions. Appropriate adjustment on conduit locations may be made if the field conditions are such that the pipes cannot be

installed at the specified locations. Any relocation of greater than 5 feet must be approved by the engineer.

(8) Field design changes must be approved by the engineer, in consultation with the City of Milwaukee Electric Services Supervisor. The primary contacts are Mr. Dennis Miller, Street Lighting Supervisor (414) 286-5942 office, (414) 708-4251 mobile; or Mr. George Berdine, Street Lighting Supervisor (414) 286-5943 office, (414) 708-4245 mobile.

**51. Conduit Rigid Nonmetallic Schedule 80 2 ½-Inch, Item 652.0330; Schedule 80 3-Inch, Item 652.0335.**

This work consists of furnishing and installing PVC conduits according to standard spec 652, and as shown in the plan details. All work shall be according to standard spec 651.

*Supplement standard spec 652 as follows:*

**652.2 Material**

**652.2.1 General**

*Add the following text:*

(2) Contractor must submit a certificate of compliance certifying that the conduit rigid nonmetallic as furnished conform to the above requirements. Send a copy of the certificate of the conduit rigid nonmetallic to:

City of Milwaukee  
Infrastructure Services Division  
Transportation Section  
Street Lighting Engineering Manager  
841 N. Broadway (Room 920)

**652.3.1 Installation of Conduit**

**652.3.1.1 General**

*Add the following text:*

(7) Locations of the conduits where they are required are identified in the plans. However, installation will require integration with existing field conditions. Appropriate adjustment on conduit locations may be made if the field conditions are such that the pipes cannot be installed at the specified locations. Any relocation of greater than five feet must be approved by the engineer.

(8) Field design changes must be approved by the engineer, in consultation with the City of Milwaukee Electric Services Supervisor. The primary contacts are Mr. Dennis Miller, Street Lighting Supervisor (414) 286-5942 office, (414) 708-4251 mobile; or Mr. George Berdine, Street Lighting Supervisor (414) 286-5943 office, (414) 708-4245 mobile.

## **52. Conduit Special 2½-Inch, Item 652.0610.**

This work consists of furnishing and installing PVC conduits according to standard spec 652, and as shown in the plan details. All work shall be according to standard spec 651.

*Supplement standard spec 652 as follows:*

### **652.2 Material**

#### **652.2.1 General**

*Add the following text:*

(2) Contractor must submit a certificate of compliance, to the engineer, certifying that the conduit rigid nonmetallic as furnished conform to the above requirements. Send a copy of the certificate of the conduit rigid nonmetallic to:

City of Milwaukee  
Infrastructure Services Division  
Transportation Section  
Street Lighting Engineering Manager  
841 N. Broadway (Room 920)  
Milwaukee WI 53202

#### **652.3.1 Installation of Conduit**

##### **652.3.1.3 Installing Conduit Special Underground**

*Add the following text:*

(2) Locations of the conduits where they are required are identified in the plans. However, installation will require integration with existing field conditions. Appropriate adjustment on conduit locations may be made if the field conditions are such that the pipes cannot be installed at the specified locations. Any relocation of greater than 5 feet must be approved by the engineer.

(3) Field design changes must be approved by the engineer, in consultation with the City of Milwaukee Electric Services Supervisor. The primary contacts are Mr. Dennis Miller, Street Lighting Supervisor (414) 286-5942 office, (414) 708-4251 mobile; or Mr. George Berdine, Street Lighting Supervisor (414) 286-5943 office, (414) 708-4245 mobile.

## **53. Concrete Bases Type 10, Item 654.0110; Concrete Base Type 13, Item 654.0113.**

*Modify standard spec 654.2 as follows:*

Furnish templates, anchor rods, nuts, and washers for installation as shown on the plans.

*Add the following to standard spec 654.3:*

Contact City of Milwaukee Sewer Engineering five working days prior to excavation for any concrete bases. Contact Bob Brooks at (414) 286-3241 or Nancy Alvarado at (414) 286-2013 to confirm lateral clearance with sewer facilities.

#### **54. Engineered Soil, Item SPV.0035.01.**

##### **A Description**

Furnish engineered soil at areas designated on the Planting – Bioswales plans and at the direction of the engineer.

##### **B Materials**

###### **B.1 Technical Specifications**

The soil mixture shall consist of a mixture of silica sand and compost. The mix shall be designed to approximate the following percentages by volume.

Engineered Soil Component	Percentage Composition (by volume)
Silica Sand	70
Compost	30

Compost for Bioretention Basin -the compost shall meet the requirements of the Wisconsin Department of Natural Resources' (WDNR) technical standard 1004, bioretention for infiltration and WDNR specifications 100, Compost.

The engineered soil mixture shall have a pH between 5.5 and 6.5 and have adequate nutrient content to meet plant growth requirement.

###### **B.2 Verification**

The contractor shall contact Mr. Scott Baran of the City of Milwaukee at (414) 708-8209 at least three working days prior to placement in order to inspect the engineered soil prior to placement.

##### **C Construction**

All engineered soil shall extend at a slope 2:1 or 3:1 (see plan sheets, slope varies with each bioswale) and shall be underlined by a 4-inch bedding layer. The engineered soil shall include the removal of existing vegetation, native soil and providing all labor, equipment, and materials to supply, mix, and install the engineered soil, which includes sand and compost.

The contractor shall provide at least one person who shall be present at all times during the preparation and placement of the engineered soil, who shall be thoroughly familiar with the type and operation of equipment being used. The person shall direct all work performed under this section.

**D Measurement**

The department will measure Engineered Soil as quantity of soil acceptably placed, with the appropriate documentation, in cubic yards.

**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	Engineered Soil	CY

Payment is full compensation for furnishing and placing the engineered soil; providing documentation to the engineer that the engineered soil meets specifications.

**55. Bedding Layer, Item SPV.0035.02.****A Description**

Furnish and install bedding layer in conjunction with the placement of the engineered soil.

**B Materials**

The Bedding Layer shall be 3/8 inch dry pea gravel.

**C (Vacant)****D Measurement**

The department will measure Bedding Layer as quantity of pea gravel in cubic yards, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0035.02	Bedding Layer	CY

Payment is full compensation for furnishing and placing the bedding layer.

**56. Storage Layer, Item SPV.0035.03.****A Description**

This special provision describes the furnishing and installation of the storage layer for the bioswales.

**B Materials**

The storage layer shall consist of 1-1/2 inch clear stone base in the bioswales as shown on the plans. The 1-1/2 inch stone base shall be crushed washed stone with a 40% void ratio.

**C Construction**

The storage layer shall be placed as shown on the construction plans.

**D Measurement**

The department will measure Storage Layer by the cubic yards, acceptably installed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0035.03	Storage Layer	CY

Payment is full compensation for furnishing all work and materials necessary to install the storage layer as shown on the plans.

**57. Concrete Base Type 10 Special, Item SPV.0060.01.****A Description**

This special provision describes constructing Concrete Base Type 10 Special with a 36-inch diameter for monotube mast arm structures. All work shall conform with standard spec 654 with modifications as shown on the plans, and as hereinafter provided.

**B Materials**

*Modify standard spec 654.2 as follows:*

Furnish templates, anchor rods, nuts, and washers for installation as shown on the plans.

**C Construction**

Construction of this item shall conform with standard spec 654.

The contractor shall contact City of Milwaukee Sewer Engineering five working days prior to excavation for any concrete bases. Contact Bob Brooks at (414) 286-3241 or Nancy Alvarado at (414) 286-2013 to confirm lateral clearance with sewer facilities.

**D Measurement**

The department will measure Concrete Base Type 10 Special as each individual concrete base, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.01	Concrete Base Type 10 Special	EACH

Payment is full compensation for providing all labor and materials, including hardware and fittings necessary for constructing concrete bases.

- 58. Monotube Arm 20-FT, Item SPV.0060.02; Monotube Arm 25-FT, Item SPV.0060.03; Monotube Arm 30-FT, Item SPV.0060.04; Monotube Arm 35-FT, Item SPV.0060.05; Monotube Arm 40-FT, Item SPV.0060.06; Monotube Arm 45-FT, Item SPV.0060.07; Monotube Arm 50-FT, Item SPV.0060.08; Monotube Arm 55-FT, Item SPV.0060.09.**

**A Description**

Work under this item consists of furnishing and installing monotube arms.

**B Materials**

Design support structures conforming to the minimum wall thickness the plan details show and to AASHTO design and fabrication standards for structural supports for highway signs, luminaries, and traffic signals. Use a design life of 50 years. Design to withstand a 3 second gust wind speed of 90 mph (145 km/h). Do not use the methods of appendix C of those AASHTO standards.

Use category III criteria for 15 to 30-foot arms. Use category II criteria for 35 to 55-foot arms.

For structures requiring a fatigue analysis, use 45 mph (72 km/h) for truck-induced gusts.

Base the designs on the completed maximum loading configuration the standard detail drawing shows. Along with the materials list, submit a certificate of compliance certifying that the arms as furnished conform to the above structural performance requirements. Ensure that the certificate of compliance is on the manufacturer's letterhead, signed by an authorized company officer, and notarized. Send a copy of the certificate and a copy of the monotube arm shop drawings to the department electrical engineer.

Furnish monotube arms conforming to the following:

1. Consist of zinc coated steel round or oval members.
2. Have a mounting device welded to the pole end of the monotube arm that allows the attachment of the arm to a pole as the plans show.
3. Have stiffeners or gussets if required between the arm tube and the arm mounting device to provide adequate strength to resist side loads.
4. Have a clean, uniform natural finish. No paint or other corrosion preventive maintenance coating is required.

After welding and before zinc coating, clean exterior surfaces of each arm free of all loose rust and mill scale, dirt, oil or grease, and other foreign substances.

Apply zinc coating as specified for sign bridge components in standard spec 641.2.8. Ensure that the zinc coating is tight, free from rough areas or slag, and presents a uniform appearance.

After manufacturing is complete, clean the exterior surfaces of each pole free of all loose scale, dirt, oil, or grease, and other foreign substances.

### **C Construction**

Install monotube arms as specified in the plan details and using appropriate contractor-furnished hardware.

*Supplement standard spec 657.3.3 Arms, by adding the following:*

Prior to installation of each monotube arm, a 1 1/4-inch hole shall be drilled into the bottom of the arm approximately centered over each driving lane as shown on the plans. Where emergency vehicle pre-emption (EVP) is installed, a separate 1 1/4-inch hole shall be drilled in the bottom of the arm approximately centered over the roadway approach, but a minimum of 4-feet from the nearest drilled hole.

The contractor shall provide 9-14 AWG traffic signal cable spooled 5 feet outside the arm from each drilled hole in the arm, including the hole for EVP if applicable, to the base of the pole below the hand hole. A separate nylon pull rope shall also be provided for the EVP hole to the base of the pole below the hand hole where applicable.

### **D Measurement**

The department will measure Monotube Arms (Length) as each individual arm, acceptably completed.

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.02	Monotube Arm 20-FT	EACH
SPV.0060.03	Monotube Arm 25-FT	EACH
SPV.0060.04	Monotube Arm 30-FT	EACH
SPV.0060.05	Monotube Arm 35-FT	EACH
SPV.0060.06	Monotube Arm 40-FT	EACH
SPV.0060.07	Monotube Arm 45-FT	EACH
SPV.0060.08	Monotube Arm 50-FT	EACH
SPV.0060.09	Monotube Arm 55-FT	EACH

Payment is full compensation for providing and installing all materials, including all hardware, fittings, mounting devices, shims, and attachments necessary to completely install the arms.



## **59. Pole Type 9, Item SPV.0060.10; Pole Type 10, Item SPV.0060.11.**

### **A Description**

Work under this item consists of furnishing and installing monotube poles.

### **B Materials**

Design support structures conforming to the minimum wall thickness the plan details show and to AASHTO design and fabrication standards for structural supports for highway signs, luminaries, and traffic signals. Use a design life of 50 years. Design to withstand a 3 second gust wind speed of 90 mph (145 km/h). Do not use the methods of Appendix C of those AASHTO standards.

Use category III criteria for 15 to 30-foot arms.

For structures requiring a fatigue analysis, use 45 mph (72 km/h) for truck-induced gusts.

After welding and before zinc coating, clean the exterior surface of each steel pole free of all loose rust and mill scale, dirt, oil or grease, and other foreign substances.

Apply a zinc coating conforming to the process specified for steel sign bridges in standard spec 641.2.8. Ensure that the zinc coating is tight, free from rough areas or slag, and presents a uniform appearance.

After completing manufacturing, clean the exterior surfaces of each pole free of all loose scale, dirt, oil or grease, and other foreign substances.

Provide a reinforced hand hold measuring 4 inches by 6 inches (100 mm by 150 mm) as the plans show. Locate the hand hole 18 inches (450 mm) from the bottom of the pole base to the center of the door.

For the hand hole, include an access cover mounted to the pole by two  $\frac{1}{4}$ " -20 x  $\frac{3}{4}$ " (m6 x 1.00 x 19 mm) hex-head stainless steel bolts.

Provide a grounding lug complete with mounting hardware, as required, inside the pole as the plans show.

Provide access to the grounding lug from the hand hole. Weld the ground lug directly opposite the hand hole on the inside wall of the pole.

Equip the top of the shaft with a removable, ventilated cap held securely in place by at least three  $\frac{1}{4}$ " -20 x  $\frac{3}{4}$ " (m6 x 1.00 x 19 mm) hex-head stainless steel set screws.

Ensure that all castings are clean, smooth, and with all details well defined and true to pattern.

Attach base plates firmly to the pole shaft by welding or other approved method.

Include anchor bolts meeting AASHTO standards applicable to the pole type and loading. Provide a mounting template that ensures correct installation of anchor bolts in foundation.

### **C Construction**

Install poles as specified in the plan details and using appropriate contractor-furnished anchor bolts and hardware. Use the appropriate anchor bolt template to ensure correct installation. Secure pole to anchor assembly and document tensioning procedures conforming to standard spec 657.3.2 and provide completed copies of form DT2321 for each structure to the engineer for inclusion in the permanent record.

After completing erection using normal pole shaft raking techniques, ensure the centerline of the shaft appears vertical.

### **D Measurement**

The department will measure Pole (type) as each individual pole, acceptably completed.

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.10	Pole Type 9	EACH
SPV.0060.11	Pole Type 10	EACH

Payment is full compensation for providing and installing poles including all hardware and fittings necessary to install the poles, and for installing identification plaques, if required.

## **60. Pole Type 12, Item SPV.0060.12; Pole Type 12 Special, Item SPV.0060.13; Pole Type 13, Item SPV.0060.14; Pole Type 13 Special, Item SPV.0060.15.**

### **A Description**

Work under this item consists of furnishing and installing monotube poles as shown on the plans and specified below.

### **B Materials**

Design support structures conforming to the minimum wall thickness the plan details show and to AASHTO design and fabrication standards for structural supports for highway signs, luminaries, and traffic signals. Use a design life of 50 years. Design to withstand a 3 second gust wind speed of 90 mph (145 km/h). Do not use the methods of Appendix C of those AASHTO standards.

Use category II criteria for 35 to 55-foot arms.

For structures requiring a fatigue analysis, use 45 mph (72 km/h) for truck-induced gusts.

After welding and before zinc coating, clean the exterior surface of each steel pole free of all loose rust and mill scale, dirt, oil or grease, and other foreign substances.

Apply a zinc coating conforming to the process specified for steel sign bridges in standard spec 641.2.8. Ensure that the zinc coating is tight, free from rough areas or slag, and presents a uniform appearance.

After completing manufacturing, clean the exterior surfaces of each pole free of all loose scale, dirt, oil or grease, and other foreign substances.

Provide a reinforced hand hole measuring 4 inches by 6 inches (100 mm by 150 mm) as the plans show. Locate the hand hole 18 inches (450 mm) from the bottom of the pole base to the center of the door.

For the hand hole, include an access cover mounted to the pole by two  $\frac{1}{4}$ "-20 x  $\frac{3}{4}$ " (m6 x 1.00 x 19 mm) hex-head stainless steel bolts.

Provide a grounding lug complete with mounting hardware, as required, inside the pole as the plans show.

Provide access to the grounding lug from the hand hole. Weld the ground lug directly opposite the hand hole on the inside wall of the pole.

Equip the top of the shaft with a removable, ventilated cap held securely in place by at least three  $\frac{1}{4}$ " -20 x  $\frac{3}{4}$ " (m6 x 1.00 x 19 mm) hex-head stainless steel set screws.

Ensure that all castings are clean, smooth, and with all details well defined and true to pattern.

Attach base plates firmly to the pole shaft by welding or other approved method.

Include anchor bolts meeting AASHTO standards applicable to the pole type and loading.

Provide a mounting template that ensures correct installation of anchor bolts in foundation.

### **C Construction**

Install poles as specified in the plan details and using appropriate contractor-furnished anchor bolts and hardware. Use the appropriate anchor bolt template to ensure correct installation. Secure pole to anchor assembly and document tensioning procedures conforming to standard spec 657.3.2 and provide completed copies of form DT2321 for each structure to the engineer for inclusion in the permanent record.

After completing erection using normal pole shaft raking techniques, ensure the centerline of the shaft appears vertical.

**D Measurement**

The department will measure Poles (Type) and Poles (Type) Special as each individual pole, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.12	Pole Type 12	EACH
SPV.0060.13	Pole Type 12 Special	EACH
SPV.0060.14	Pole Type 13	EACH
SPV.0060.15	Pole Type 13 Special	EACH

Payment is full compensation for providing and installing poles including all hardware and fittings necessary to install the poles.

**61. Fiberglass/Polymer Concrete Pull Boxes 13-Inch x 24-Inch x 24-Inch; Item SPV.0060.16.**

**A Description**

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

**B Materials**

Furnish fiberglass/polymer concrete pull box of rectangular composite enclosure with Tier 15 Rating (15,000 lb Design Load) and (22,500 lb Test Load), and nominal 13” wide x 24” long and 24” total depth, flared wall style #CHB132424 as by Highline Products or #B12132424A, as by Hubbell Power Systems, or approved equal. Cover shall be Tier 15 Rating (15,000 lb Design Load) and (22,500 lb Test Load), bolted cover with logo “ Street Lighting” #CHC1324HL2 as by Highline Products #C12132402A41, as by Hubbell Power Systems, or approved equal. The pull box shall be listed and labeled by (UL) or other Nationally Recognized Testing Laboratory.

**C Construction**

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

**D Measurement**

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

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.16	Fiberglass/Polymer Concrete Pull Boxes 13-Inch x 24-Inch x 24-Inch	EACH

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

**62. Fiberglass/Polymer Concrete Pull Boxes 17-Inch x 30-Inch x 24-Inch;  
Item SPV.0060.17.**

**A Description**

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

**B Materials**

Furnish fiberglass/polymer concrete pull box of rectangular composite enclosure with Tier 15 Rating (15,000 lb Design Load) and (22,500 lb Test Load), and nominal 17" wide x 30" long and 24" total depth, flared wall style #CHB173024 as by Highline Products or #B12173024A, as by Hubbell Power Systems, or approved equal. Cover shall be Tier 15 Rating (15,000 lb Design Load) and (22,500 lb Test Load), bolted cover with logo " Street Lighting" #CHC1730HL2 as by Highline Products, #C12173002A41 as by Hubbell Power Systems, or approved equal. The pull box shall be listed and labeled by (UL) or other Nationally Recognized Testing Laboratory.

**C Construction**

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

**D Measurement**

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

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.17	Fiberglass/Polymer Concrete Pull Boxes 17-Inch x 30-Inch x 24-Inch	EACH

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

### **63. Utility Line Opening (ULO), Item SPV.0060.18.**

#### **A Description**

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

#### **B (Vacant)**

#### **C Construction**

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

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

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

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

#### **D Measurement**

The department will measure Utility Line Opening (ULO) 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.0060.18	Utility Line Opening (ULO)	EACH

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

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

**64. Manhole Cover, Type 58A, Item SPV.0060.20; Storm Inlet, Type 45A, Item SPV.0060.21; Inlet Cover, Type 55, Item SPV.0060.22; Inlet Cover, Type 57, Item SPV.0060.23.**

**A Description**

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

**B Materials**

Furnish materials that conform to standard spec 611.2.

**C (Vacant)**

**D Measurement**

The department will measure Manhole Cover Type 57, Manhole Cover, Type 58A, Storm Inlet, Type 45A, Inlet Grate Type MS-55A, and Inlet Grate Type MS-57 by the unit in place, furnished, installed, and acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.20	Manhole Cover, Type 58A	EACH
SPV.0060.21	Storm Inlet, Type 45A	EACH
SPV.0060.22	Inlet Cover Type 55	EACH
SPV.0060.23	Inlet Cover Type 57	EACH

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

**65. Internal Sanitary Manhole Seal, Item SPV.0060.24.**

**A Description**

This special provision describes furnishing and installing internal manhole chimney seals.

**B Materials**

Use an internal manhole seal.

### **C Construction**

Field-measure the inside diameter of the manhole frame and the manhole chimney, and determine as to whether the inside face of the frame is vertical or tapered in order to obtain the proper size and shape rubber seal.

Install internal rubber chimney seals no sooner than 24 hours following chimney back plastering.

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

Install the seal according to the manufacturer's instructions. (Refer to the plan data for configuration of chimney seal.)

### **D Measurement**

The department will measure Install Manhole Seals, acceptably furnished and acceptably installed at locations indicated on the plans, by the unit.

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.24	Internal Sanitary Manhole Seals	EACH

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

## **66. Adjusting Water Valve Box, Item SPV.0060.25.**

### **A Description**

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

### **B Materials**

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



### **C Construction**

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

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

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

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

### **D Measurement**

The department will measure Adjusting Water Valve Box as each individual unit, acceptably completed.

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.25	Adjusting Water Valve Box	EACH

Payment is full compensation for adjusting, for furnishing all excavation, backfilling, disposal of surplus materials, water box or manhole clean-out, and restoration of the work site.

## **67. Informational Sign Post, Item SPV.0060.26.**

### **A Description**

The contractor shall furnish and install informational sign posts as designed and at locations determined by the engineer.

The informational sign post shall consist of: One decorative round post, a decorative finial, a V-Loc anchoring system, and a pair of sign mounting brackets.

The contractor shall contact the engineer to determine the exact location of the posts to be installed as part of the project.

Signs will be installed by others.

**B Materials**

A 10' smooth black post with 2-3/8" outer diameter, black decorative finial that fits a 2-3/8" dia. post, a set of two black sign mounting Z-brackets that fits a 2-3/8" dia. post, and a V-loc post anchor for loose soil that fits a 2-3/8" dia. post.

**C (Vacant)****D Measurement**

The department will measure the Informational Sign Posts bid items by the by each unit, acceptably completed.

**E Payment**

Payment shall be for measured quantities at the contract unit price under the following bid items:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.02	Informational Sign	EACH

Payment is full compensation for furnishing and placing the informational sign posts; and for providing documentation to the engineer that the informational sign posts meets specifications.

**68. 8-Inch PVC Standpipe with Dome Grate, Item SPV.0060.27.****A Description**

This special provision describes the furnishing and installation of 8" Dia Overflow Standpipe with Dome Grate.

**B Materials**

All standpipes shall be 8-inch Schedule 40 PVC, and conform to the requirements of ASTM D1784. The dome grates, which slide on the stand pipe, shall be Nyloplast or equal.

**C Construction**

Construct 8" Dia Overflow Standpipe with Dome Grate as shown on the plans. Install cobblestones around the standpipe as shown on the plans.

**D Measurement**

The department will measure 8-Inch PVC Standpipe with Dome Grate 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.0060.27	8-Inch PVC Standpipe with Dome Grate	EACH

Payment is full compensation for furnishing all work and materials necessary to construct the standpipes as shown on the plans, including all tees, wyes, fittings, caps and ends, and shall be included in the unit price bid.

**69. 6-Inch Cleanout, Item SPV.0060.28.**

**A Description**

This special provision describes the installation of cleanouts.

**B Materials**

All cleanouts shall be PVC.

**C (Vacant)**

**D Measurement**

The department will measure 6-Inch Cleanout 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.0060.28	6-Inch Cleanout	EACH

Payment is full compensation for furnishing all work and materials necessary to construct the cleanouts, as shown on plans.

**70. Black Eyed Susan #1 CG, Item SPV.0060.29; Blue Wonder Catmint #1 CG, SPV.0060.30; Dwarf Daylilies Happy Returns #1 CG, Item SPV.0060.31; Karl Foerster Grass #1 CG, Item SPV.0060.32; Little Bunny Grass #1 CG, Item SPV.0060.33; Purple Coneflower #1 CG, Item SPV.0060.34; Russian Sage #1 CG, Item SPV.0060.35; Shasta Daisy #1 CG, Item SPV.0060.36.**

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

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

**A Description**

This special provision describes furnishing and planting plants of the species, varieties, and sizes specified; and includes furnishing all necessary materials, excavating plant holes, salvaging topsoil, transplanting, backfilling, mulching, watering, heeling in, disposal of

surplus and waste materials, and necessary care and required replacements pending acceptance, at the locations shown on the plans according to standard spec 632, and as hereinafter provided.

**B Materials**

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

**C Construction**

Construction shall conform to the requirements of standard spec 632.3.

**D Measurement**

The department will measure by the number of each individual perennial and grass item acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.29	Black Eyed Susan #1 CG	EACH
SPV.0060.30	Blue Wonder Catmint #1 CG	EACH
SPV.0060.31	Daylilies Happy Returns #1 CG	EACH
SPV.0060.32	Karl Foerster Grass #1 CG	EACH
SPV.0060.33	Little Bunny Grass #1 CG	EACH
SPV.0060.34	Purple Coneflower #1 CG	EACH
SPV.0060.35	Russian Sage #1 CG	EACH
SPV.0060.36	Shasta Daisy #1 CG	EACH

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

**71. Inlet Frame and Grate, SPV.0060.37.**

**A Description**

This special provision describes the furnishing and installation of the inlet frame and grates for the bioswales.

**B Materials**

The inlet frame and grate shall be modified with the curb box removed and lettered "City of Milwaukee".

**C Construction**

The inlet frame and grate shall be installed as shown on the plan.

**D Measurement**

The department will measure Inlet Frame and Grate bid items 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.0060.37	Inlet Frame and Grate	EACH

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

**72. Storm Sewer Pipe Coupling 8-Inch, Item SPV.0060.38.****A Description**

This special provision describes furnishing and installing pipe couplings to connect a new 8-inch PVC storm pipe to an existing 8-Inch cast iron or clay tile pipe.

**B Materials**

Furnish flexible coupling material of construction elastomeric polyvinyl chloride, with maximum pressure of 4.3 psi. For a coupling required to connect a new 8 inch pipe to an existing 8 inch pipe, the inside diameter is 8 5/8 inches and length of 6 inches. It shall be leak-proof, root-proof, and resistant to chemicals, ultraviolet rays, fungus growth, and normal sewer gases. It shall conform to ASTM C 443, ASTM C 425, ASTM C 564, and ASTM D 1869. Stainless steel clamps shall be corrosion resistant and rust proof.

**C Construction**

Remove existing pipe section as specified. Slide flexible coupling completely over remaining existing pipe section. Abut new pipe to existing pipe section, and slide flexible coupling over new and old pipe ends, so coupling is centered over both pipe sections. Tighten clamps to 60 inch-lbs of torque. Pressure test (maximum test pressure of 4.3 psi) before backfilling or concealing joint. Bed and backfill properly.

**D Measurement**

The department will measure Storm Sewer Pipe Coupling 8-Inch 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.0060.38	Storm Sewer Pipe Coupling 8-Inch	EACH

Payment is full compensation for furnishing and installing the couplings.

### **73. 4-Foot Diameter Manhole Type TES, Item SPV.0060.39.**

#### **A Description**

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

#### **B Materials**

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

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

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

Four 5/8" diameter plastic threaded cable rack bolt inserts shall be cast in the wall of the riser section.

A continuous circumferential Butyl Rubber gasket shall be supplied, to be laid on the wall joint of the base and riser section when manhole is being assembled at job site. The number of pulling-in eyes and/or cable rack bolt inserts may vary.

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

The City will supply a frame and lid for the manhole. Contractor shall contact Mr. Ricardo Lopez, Inventory Clerk at (414) 286-6123 prior to obtaining the frame and lid from the DPW Headquarters at 3850 N. 35<sup>th</sup> St. Contractor must have the "Casting Requisition Form" which shall be supplied by the City at the Preconstruction Meeting.

For any questions on materials, contact Ms. Karen Rogne at (414) 286-3243.

#### **C Construction**

4' Diameter Manholes Type TES shall be installed according to standard spec 611.3.

#### **D Measurement**

The department will measure 4-Foot Diameter Manhole Type TES by each individual 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.0060.39	4-Foot Diameter Manhole Type TES	EACH

Payment is full compensation for furnishing all excavation work and disposal of material; for, furnishing and installing all materials, including bricks, and coarse aggregate, bedding and backfilling, concrete forms, concrete placement, appurtenances, and backfilling.

## **74. Skid/Slip Resistant Green Preformed Thermoplastic Integrated Bike Lane Symbol, Item SPV.0060.40; Skid/Slip Resistant Green Preformed Thermoplastic Integrated Bike Lane Arrow, Item SPV.0060.41.**

### **A Description**

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

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

### **B Materials**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

For any questions on materials, contact Ms. Kristin Bennett at (414) 286-8750.

## **C Construction**

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

## **D Measurement**

The department will measure Skid/Slip Resistant Green Preformed Thermoplastic Integrated Bike Lane Symbol and Arrow as each individual unit, acceptably completed.

## **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.40	Skid/Slip Resistant Green Preformed Thermoplastic Integrated Bike Lane Symbol	EACH
SPV.0060.41	Skid/Slip Resistant Green Preformed Thermoplastic Integrated Bike Lane Arrow	EACH

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

**75. Construction Staking Curb Ramp, Item SPV.0060.42.**

**A Description**

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

**B (Vacant)**

**C Construction**

Set and maintain construction stakes or marks as necessary to achieve the required accuracy and to support the method of operations. Set additional construction stakes as necessary to establish location and grade of the curb map including points of change in alignment grade. Locate stakes to within 0.02 feet horizontally and establish the grade elevation to within 0.01 feet vertically.

**D Measurement**

The department will measure Construction Staking Curb Ramp as each individual curb ramp, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.42	Construction Staking Curb Ramp	EACH

Payment is full compensation for locating and setting all construction stakes; and for relocating and resetting damaged or missing construction stakes.

**76. Signature Bed, Item SPV.0060.43.**

**A Description**

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

**B Materials**

Plant materials and fieldstone boulder walls shall be paid for under their respective items. Annuals will be provided and planted by the City of Milwaukee.

**C Construction**

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

**D Measurement**

The department will measure Signature Bed as each individual unit, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.43	Signature Bed	EACH

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

**77. Cloud Nine Switch Grass #1 CG, Item SPV.0060.44; Dwarf Korean Lilac #3 CG, Item SPV.0060.45; Woods Pastel Aster #1 CG, Item SPV.0060.46.**

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

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

**A Description**

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

**B Materials**

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

**C Construction**

Construction shall conform to the requirements of standard spec 632.3.

**D Measurement**

The department will measure by the number of each individual perennial and grass item, 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	Cloud Nine Switch Grass	EACH
SPV.0060.45	Dwarf Korean Lilac	EACH
SPV.0060.46	Woods Pastel Aster	EACH

Payment is full compensation for providing, transporting, handling, storing, placing, and replacing plant materials; for excavating all plant holes, salvaging topsoil, mixing and

backfilling; for providing and applying required mulch; and for disposing of all excess and waste materials.

**78. Luminaire Utility LED 95W Type 2, Item SPV.0060.47; Luminaire Utility LED 164W Type 2, Item SPV.0060.48.**

**A Description**

Furnish and install street lighting fixture according to current City of Milwaukee Electrical methods and National Electrical Code standards. All work shall be according to standard spec 651.

**B Materials**

Luminaire Utility LED 95W Type 2---American Electric Lighting ATBM-D-MVOLT-D2-4B-IL-NL-NR-AO- RFD225081, Philips GPLM-028-64L530NW-G2-R2M-UNV-DMG-FAWS-017-GY3 with FAWS set at position 6, or approved equal.

Luminaire Utility LED 164W Type 2---American Electric Lighting ATBM-H-MVOLT-D2-4B-IL-NL-NR-AO- RFD225084, Philips GPLM-028-64L700NW-G2-R2M-UNV-DMG-FAWS-015-GY3 with FAWS set at position 8, or approved equal.

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

TYPE: The LED luminaires purchased under this contract will be of American Electric ATBM series or equal with the above order number. The luminaires shall be designed so it can efficiently produce uniform illumination according to I.E.S. Type II light distribution according to the lighting plan.

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

1. Housing: The housing shall have an integral leveling pad or other suitable means for quick, easy and proper positioning of the luminaire.
2. Door: The door shall be hinged and easily opened for routine maintenance. All component parts shall be easily accessible with the lower housing opened. Tool-less entry is required.
3. Leveling: A Bubble level is to be located inside the electrical compartment for easy leveling at installation.
4. Hinges: Hinges shall be so constructed and designed to accurately position the door and assure a positive locking with the housing. The hinges shall be provided with a safety catch to prevent the accidental disengagement of the door during servicing.

5. Finish: The entire housing shall be polyester powder-coated for durability and corrosion resistance. Rigorous five-stage pre-treating and painting process shall yields a finish that achieves a scribe creepage rating of 8 (per ASTM D1654) after over 5000 hours exposure to salt fog chamber (operated per ASTM B117).
6. Color: The luminaire shall be grey in color unless otherwise specified.
7. Label: There shall be a NEMA label attached to the door (clearly visible at 30 feet height) indicating the wattage and light distribution of the luminaire.

For example:

95W LED luminaire with Type II light distribution (ATBM-D-D2): 2LED2  
164W LED luminare with Type II light distribution (ATBM-H-D2): 3LED2

In addition, the luminaire model number and manufacturing date shall be indicated inside the housing.

**B. LED/OPTICAL ASSEMBLY:**

- 1) The LED assembly is to be chip on board. The LED module is to be enclosed and sealed with a borosilicate Prismatic Glass optical assembly. The light output from the glass assemblies is to be further controlled by an open bottom 3 inch acrylic dropped refractor which is partially recessed within the door frame. The combination shall be NEMA IP66 rated for dust and water resistant. The L70, per IES TM-21, must be greater or equal to 100,000 hours of operational time at 25 degrees Centigrade.
- 2) The color temperature is to be 4,000K CCT unless otherwise specified.

**C. BUG RATINGS**

- 1) The 164W LED luminaires shall meet a BUG rating of B3U3G5. 3.7% total uplight, 72.8% Downward Street Side, 23.5% Downward House Side with Maximum Cd 90 degree vertical of 1947 and Max Cd 80 to >90 degree of 3649. Total Luminaire lumens shall be at least 16,850.
- 2) The 95Watt equivalent luminaires shall meet a BUG rating of B2U3G3. 7.6% total uplight, 70.2% Downward Street Side, 22.3% Downward House Side with Maximum Cd 90 degree vertical of 892 and Max Cd 80 to >90 degree of 1490. Total Luminaire lumens shall be at least 10,900.

**D. POWER SUPPLY:**

The electronic driver must have an expected life of 100,000 hours at a 25°C ambient. It is to be rated at 240 volts, 60Hz. A driver with multiple input voltages can be supplied as long as it can operate at 240 volts.

#### E. SURGE PROTECTION

A surge protector which provides a minimum of 10kV/5kA protection as per IEEE/ANSI C62.41 Category C is to be included. There shall be a visual indicator showing the surge protector is operational.

**TERMINAL BLOCK** A heavy duty terminal block shall be provided which will accept wire sizes up to #6 A.W.G. The terminal block shall be compatible with either aluminum or copper wire.

F. **MOUNTING:** Mast arm mount is adjustable for arms from 1-1/4" to 2" (1-5/8" to 2-3/8" O.D.) diameter. Provide a 4 bolt clamping mechanism with 3G vibration rating per ANSI C136. Smaller units may be provided with a 2 bolt clamping mechanism with 3G vibration rating per ANSI C136.

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

H. **PHOTOCONTROL:** There is to be neither a photocell supplied nor a photocell socket in the housing.

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

i. This warranty will remain in effect for five years from date of acceptance.

ii. Under this provision, the manufacturer agrees to repair or replace within a reasonable time, any part, feature or product found to be defective during the warranty period at no cost to the City.

#### **C Construction**

Install lighting fixture on the eight foot mounting bracket on the pole according to current City of Milwaukee standards. Provisions for inserting 2#12UF cable between the fixture and cable connecting point at the transformer base shall be included per City of Milwaukee standards.

#### **D Measurement**

The department will measure Luminaire Utility LED 95W or 164W Type 2 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.0060.47	Luminaire Utility LED 95W Type 2	EACH
SPV.0060.48	Luminaire Utility LED 164W Type 2	EACH

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

## **79. Poles Type 5A-Aluminum 25-Ft. SPV.0060.49.**

### **A Description**

This special provision describes furnishing and installing aluminum light poles.

### **B Materials**

Conform to materials requirements in WISDOT Standard Detail Drawing (S.D.D.) 9E-1-14d. Additionally, conform to applicable requirements of standard spec 657.2.

### **C Construction**

Conform to standard spec 657.3.

### **D Measurement**

The department will measure Poles Type 5A-Aluminum 25-Ft as each individual unit, acceptably completed.

### **E Payment**

The department will pay for measured quantities at the contract unit price according to standard spec 657.5 under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.49	Poles Type 5A-Aluminum 25-Ft	EACH

Payment is full compensation as described in standard spec 657.5.

## **80. Construction Staking Concrete Sidewalk, Item SPV.0090.01.**

### **A Description**

This special provision describes furnishing and setting construction stakes or control points, including all calculations required, necessary to establish the horizontal and vertical position of the concrete sidewalk as shown on the plans.

### **B (Vacant)**

### **C Construction**

#### **C.1 General**

Obtain or calculate benchmark data, grades, and alignment from data in the plan and verify with the engineer prior to beginning the work. The engineer will furnish horizontal alignment, horizontal alignment ties and control point data. This work shall include reestablishing the plan horizontal roadway alignment, alignment ties, and control points.

Obtain approval from the engineer prior to beginning the work for methods of survey and prior to beginning the work. The degree of accuracy used in the survey work shall be consistent with third order, class II. Establish additional benchmarks and control points as necessary or as directed by the engineer. Check plan dimensions, alignment, and elevations for accuracy with existing field conditions. Immediately call to the engineer's attention any errors and apparent discrepancies for correction or interpretation prior to proceeding with the work.

Maintain neat, orderly and complete survey notes and computations used in establishing the lines and grades. Make the survey notes and computations available to the engineer within 24 hours upon request as the work progresses.

## **C.2 Concrete Sidewalk**

Place construction stakes for concrete sidewalk at intervals of 25 feet. A minimum of three stakes per cross section is required. Set and maintain as necessary additional stakes per cross section to achieve the required accuracy and to satisfy the contractors' method of operations. Set additional stakes as necessary to establish location and grade along intersecting road radii; and for auxiliary lanes, vertical curves, horizontal curves, and curve transitions. Locate all concrete sidewalk construction stakes to within 0.25 ft. of the true horizontal position and establish the grade elevation to within 0.01 ft. of the true vertical position.

## **D Measurement**

The department will measure Construction Staking, Concrete Sidewalk by the linear foot along each roadway centerline or reference line. When sidewalk occurs on both sides of the roadway, the quantity of Construction Staking, Concrete Sidewalk, will be measured by the linear foot along the centerline or reference line of each side of the roadway.

## **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	Construction Staking, Concrete Sidewalk	LF

Payment is full compensation for furnishing all survey work necessary to locate and set all concrete sidewalk construction stakes including additional stakes per cross section set to achieve the required accuracy and to satisfy the contractors' method of operations including intersecting road radii, auxiliary lanes, vertical curves, horizontal curves, and curve transitions; for resetting damaged or missing concrete sidewalk construction stakes; and for furnishing all stakes, lath, flags, necessary to complete the work for staking storm concrete sidewalk.



**81. Concrete Curb & Gutter Integral 19-Inch, Item SPV.0090.02.**

**A Description**

Construct Concrete Curb & Gutter Integral 19-Inch according to the requirements in standard spec 415, 601, 716 and standard spec 415.3.15 and 501.3.1 and as shown in the plans.

**B (Vacant)**

**C Construction**

Concrete Curb & Gutter Integral 19-Inch according to the requirements in standard spec 601.3 and as shown on the plans.

All curb and gutter should have a flange thickness of 8.5 inches.

**D Measurement**

The department will measure Concrete Curb & Gutter Integral 19-Inch, in length by the linear foot of curb and gutter, acceptably placed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.02	Concrete Curb & Gutter Integral 19-Inch	LF

Payment is full compensation for providing Concrete Curb & Gutter Integral 19-Inch.

**82. 6-Duct Conduit Cement Encased DB-60, Item SPV.0090.03; 3-Duct Conduit Cement Encased DB-60, Item SPV.0090.04; 2-Duct Conduit Cement Encased DB-60, Item SPV.0090.05; 1-Duct Conduit Cement Encased DB-60, Item SPV.0090.06.**

**A Description**

This work consists of furnishing and installing cement encased multiple duct conduit packages below grade as shown on the plans and as hereinafter described.

**B Materials**

**B.1 Conduit**

Furnish and install DB-60 polyvinyl chloride (PVC) conduit. Conduit will be accepted on the basis of a Manufacturer's Certificate of Compliance and WISDOT field inspection upon delivery to a project.

PVC conduit and fittings shall conform to the requirements of Standard Specifications for Smooth-Wall Poly (Vinyl Chloride) (PVC) Conduit and Fittings for Underground Installation, ASTM Designation: F512 (latest edition).

## **B.2 Conduit Spacers**

Furnish and install nonmetallic interlocking base spacers and intermediate spacers that provide a 1" vertical and 1" horizontal separation between PVC pipes. The base spacers shall provide a 3" vertical separation from the trench bed to the bottom of the PVC pipes.

## **B.3 Conduit Bed**

Furnish and install a minimum 2-inch conduit bed of stone chips or crushed stone screenings conforming to the following:

### **3/8 Inch Crushed Stone Chips**

Sieve Sizes	% Passing by Weight
1/2 inch	100
3/8 inch	90-100
No. 8	0-15
No. 30	0-3

### **Crushed Stone Screenings**

Sieve Sizes	% Passing by Weight
1/2 inch	100
No. 4	75-100
No. 100	10-25

## **B.4 Concrete**

The type of concrete mix to be used to encase the ducts will be:

Type I Cement	280 lbs
Fly Ash	100 lbs
Sharp Torpedo Sand	3,100 lbs
Water	35 gallons
Chryso Air 260 or approved equal	2.0 ounces
Chryso Plast 209 or approved equal	7.0 ounces
Air	5%

Mix the materials to provide an approximate 3 inch slump

## **B.5 Slurry Backfill**

Aggregate slurry backfill consists of No. 1 concrete aggregate Class 'C' concrete mix with the cement deleted.

Fly Ash (Class C)	75 lbs.
Concrete Sand (Damp)	1,830 lbs.
No. 1 Concrete Aggregate	1,830 lbs.

Mix the materials with water to inundate the aggregate sufficiently to provide an approximate 3 inch slump. Deposit the mix in the trench directly from a concrete transit mix truck.

## **B.6 Pull Rope**

Pull rope specifications will be:

- Flat construction (7/16 inches to 5/8 inches wide)
- 100% woven aramid fiber (may include tracer wire)
- 1,500 lbs. Minimum pull strength prelubricated
- Sequential footage markings for location

For any questions on materials, contact Ms. Karen Rogne at (414) 286-3243.

## **C Construction**

### **C.1 Excavation**

The excavation shall have the minimum or maximum dimensions shown on the plans and as follows:

<b>Number of Ducts Wide</b>	<b>Minimum (Inches)</b>	<b>Maximum (Inches)</b>
1	8 1/2	11
2	14 1/8	16 5/8
3	19 3/4	22 1/4.
4	25 3/8	27 7/8
5	31	33 1/2
6	36 5/8	39 1/8
7	42 1/4	44 3/4
8	47 7/8	50 3/8

These minimum and maximum trench widths apply to standard 4 inch PVC electrical duct only. When required, the excavation may be widened for the handling and placing of materials.

Sheath and brace open-cut trenches as required by code and as necessary to maintain safety. The cost of furnishing, placing and removing of sheathing and bracing shall be included in the unit bid for the work.

The dimensions of the excavation will be governed by the number, configuration and the grade (cover) to which the conduit is to be installed as shown on the plan. The walls of the excavation shall be clean and true.

Prior to excavating trenches, expose the existing manhole and conduit lines. The object of this is to permit adjustments in line and grade to avoid special construction methods. Protect the exposed manhole and conduit from damage.

Lay the conduit at a depth so that sufficient protection from damage is provided. Allowable covers shall be as follows:

The standard cover for mainline conduit is 39 inches and the minimum acceptable cover is 28 inches.

Maintain the standard cover over the conduit wherever possible and any deviation less than the minimum cover requires the approval of the engineer.

Grade the trench to have a minimum pitch of three inches per 100 feet. When an obstruction is encountered in the trench and it is necessary to excavate a deeper trench than would otherwise be required, in order to obtain drainage, refer the matter to the engineer to determine whether the extra excavation should be made.

In grading a trench for mainline conduit, there are three general practices for direction of pitch.

- (a) When grading a trench in a street with a level grade, the high point of the trench bottom should ordinarily be centered between manholes and pitched downward equally toward each manhole.
- (b) Where the street slopes in one direction, locate the high point of the trench bottom approximately 30 feet from the end wall of the higher manhole and grade toward both manholes.
- (c) Where a steep grade is encountered, grade the trench at the minimum pitch from the end wall of the higher manhole to a point 20 feet plus or minus toward the lower manhole. From this point, follow the street grade at the standard cover to a point 20 feet plus or minimum away from the end wall of the lower manhole. From this point, the remainder of the section shall be laid at the normal pitch.

After the rough excavation is completed, prepare the bottom of the trench to receive the conduit. Bring the duct bed to the final grade by grading uniformly from the high point to the low or drainage points. Use stone chips or crushed stone screenings to grade the trench. The duct bed shall be a minimum of 2 inches in depth.

## **C.2 Placing of Duct**

Proceed with placing the ducts as soon as the duct bed has been completed. Inspect all ducts before placing to see that the bores are clean and free from mud, sand, etc. Use only ducts with a smooth bore, free from burrs, rough projections etc. Smooth off burrs or other rough areas likely to damage cable are found in the duct by rasping or scraping.

Place the duct on base spacers with the ends staggered so no two couplings are adjacent. This may be accomplished by the use of the short lengths in stock or cutting back full length sections to the desired lengths. If cut pieces are used, place the cut end at the manhole. Locate the base spacers within 2 feet of the end of each duct and one base spacer located in the middle of the duct.

Use full length pieces for the balance of the conduit line.

Formations of two ducts or more in height are to be carried forward in full formation, that is, as each tier of twenty foot lengths is laid, the next higher tier of ducts shall then be placed on the intermediate spacers. Place these intermediate spacers on top of the base spacers located within two feet from each duct end and one in the middle of each duct. Place the intermediate spacers and ducts for the remaining tiers. Glue each length into the adjoining coupling. A twist and push on the duct being placed will suffice for a water tight joint. Exercise caution in the driving operation, so that neither the coupling nor the duct will be split or damaged in any way. After the full formation has been completed, place wood trench and duct bracing on the ducts to prevent shifting or floating while the concrete envelope is being placed and during driving operation.

This procedure shall be followed with succeeding lengths, providing spacers at the proper intervals, until sufficient trench footage of completed formation has been placed and is ready to receive concrete encasement.

The terminating point for mainline conduit will be the inside manhole wall. Install a standard end bell fitting flush with the wall on all duct access points.

Install a #10 copper tracer wire along and above the centerline of the duct for encasement in the concrete. The wire shall be 4 feet longer than the run of conduit and be at least 2 feet long at each access point.

Install a pull rope in each run of conduit, as laid. The rope shall be 4 feet longer than the run of conduit and shall be doubled back at least 2 feet at each raceway access point. Anchor the pull rope at each access point in a manner acceptable to the engineer.

### **C.3 Concreting**

Begin concreting after sufficient conduit has been laid and the trench and duct have been inspected. The minimum concrete encasement of the ducts is 3 inches on the top, 2 inches on the sides, and 3 inches on the bottom. After placing, puddle the concrete with a splicing bar or similar tool so that complete duct encasement is accomplished. Remove wood braces used to keep the conduit from floating before the concrete sets completely and the resultant encasement voids filled with concrete.

Allow the concrete encasement to set for a minimum of 6 hours before backfilling is commenced.

#### **C.4 Slurry Backfill**

Commence backfilling of the conduit immediately after the duct has been inspected, approved and has set to withstand the load.

Use an aggregate slurry as specified to backfill all concrete encased conduit. Slurry backfill the trench to the top of the proposed or existing subgrade. Deposit the slurry in the trench directly from a concrete transit mix truck.

#### **D Measurement**

The department will measure 6-Duct, 3-Duct, 2-Duct and 1-Duct Conduit Cement Encased DB-60 by the linear foot, acceptably installed. The measured quantity will equal the linear feet of encased duct, based on the distance along the centerline of duct between ends of conduit. City of Milwaukee shall have final acceptance.

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.03	6-Duct Conduit Cement Encased Conduit DB-60	LF
SPV.0090.04	3-Duct Conduit Cement Encased Conduit DB-60	LF
SPV.0090.05	2-Duct Conduit Cement Encased Conduit DB-60	LF
SPV.0090.06	1-Duct Conduit Cement Encased Conduit DB-60	LF

Payment is full compensation for furnishing the conduit, conduit bodies, conduit fittings, conduit spacers, end caps and trace wire; for excavating, bedding, encasement and backfilling including any concrete, stone, aggregate slurry, bracing, or other related materials; for disposing of surplus materials; for making inspections, for installing the conduit.

### **83. Fieldstone Boulder Wall, Item SPV.0090.07.**

#### **A Description**

This special provision describes the requirements for placing fieldstone boulder walls, within the signature beds.

#### **B Materials**

The stones shall be Wisconsin Granite Field Stone, or equal. The size shall range from 12" to 18'.

### **C Construction**

The fieldstone boulder walls shall be constructed as shown in the detail. Each wall shall be 2' high (above grade) and approximately 20' long, as measured along the top. The dry stacked wall shall be placed a minimum of 3" below grade and pitched back 1" for every 12" in height.

### **D Measurement**

The department will measure Fieldstone Boulder Wall 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.0090.07	Fieldstone Boulder Wall	LF

Payment is full compensation for providing, transporting, handling, and placing the fieldstone boulder wall.

## **84. Cable Type 3#2/1#8 LTP, Item SPV.0090.08; Cable Type 3#4/1#8 LTP, Item SPV.0090.09; Cable Type 3#6/1#8 LTP, Item SPV.0090.10.**

### **A Description**

Furnish and install service cable according to current City of Milwaukee Electrical methods and National Electrical Code standards. All work shall be according to standard spec 651.

### **B Materials**

#### **B.1.1**

Unless otherwise specified, the cable to be furnished shall comply with the manufacture and test requirements of the Insulated Cable Engineers Association (ICEA) Specification No. S-61-402, NEMA WC5, latest revision.

#### **B.1.2 Conductors**

The conductors shall be of soft annealed copper wire according to ASTM B-3. Conductors No. 6 A.W.G. or larger shall be stranded. Conductors smaller than No. 6 A.W.G. shall be solid unless otherwise specified.

### **B.2. Insulation**

#### **B.2.1 600V**

The insulation for cable rated 600V shall be thermo plastic according to applicable Paragraphs 3.7, 3.8 or 3.9 of ICEA Pub. No. S-61-402, latest revision, and shall be a nominal 60 mils. thickness. Insulation shall meet the ANSI/ASTM D2220-74 (latest revision) accelerated water absorption requirements and -30°C (-22°F) cold bend test.

### **B.2.2 Nominal Thickness**

The nominal insulation thickness around each individual conductor shall be not less than 90% of the thickness specified in the schedule.

### **B.2.3 Color Code**

The insulation compound which covers each conductor making up a cable shall be color coded in conformance with the N.E.M.A. Color Code Standard, unless otherwise specified; however, printed color designations as in I.3.2 or I.3.3. will not be acceptable under this specification (see schedule)

## **B.3. Jackets**

### **B.3.1**

The jacket for all cables shall be moisture-resisting thermoplastic complying with the requirements for Paragraph 4.3.1. of ICEA Pub. No. S-61-402. The jacket shall have a gravimetric method maximum 30 mg./sq. in. water absorption.

### **B.3.2**

The minimum average jacket thickness shall be not less than 80% of the thickness specified in the schedule.

### **B.3.3**

The moisture-resisting thermo-plastic jacket shall provide a tough, durable covering of uniform thickness according to Paragraph 4.3. There shall be no fusing of insulation and jacket, so that the jacket may be easily separated from the core or insulation of individual conductors of multiple conductor cables.

## **B.4. Round Cable**

### **B.4.1**

All cables with conductor size #4 or larger, shall have non-hydroscopic fillers to provide a substantially round construction.

### **B.4.2 Inspection and Tests**

Each length of the individual insulated conductor and completed cable shall comply with all requirements of I.C.E.A. Standards S-61-402. Sampling and Test Methods shall be according to Part 6. A certified report of the tests made on the cable to show compliance with this specification may be required prior to shipment. If requested, a sample of the cable covered by the report shall also be submitted.



## POWER, CABLE SCHEDULE FOR SPECIFICATION

	3#2/1#8		3#4/1#8	
<b>Size of Conductor</b>	#2	#8	#4	#8
<b>Number of Conductors</b>	3	1	3	1
<b>Number of Wires in Conductor</b>	7 or 19	1	7 or 19	1
<b>Type of Insulation</b>	3 PolyV Chlor PolyE	None	3 PolyV Chlor PolyE	None
<b>Insulation Thickness</b>	60 mils	None	60 mils	None
<b>Insulation Voltage Rating</b>	600 volt	None	600 volt	None
<b>Insulation Color Code</b>	1-white 1-black 1-red	None	1-white 1-black 1-red	None
<b>Non-Hydroscopic Fill</b>	Required		Required	
<b>Moisture Resisting Sheath</b>				
<b>Jacket Thickness</b>	60 mils		60 mils	

	3#6/1#8		3#8/1#8		2#8/1#8	
<b>Size of Conductor</b>	#6	#8	#8	#8	#8	#8
<b>Number of Conductors</b>	3	1	3	1	2	1
<b>Number of Wires in Conductor</b>	7	1	1	1	1	1
<b>Type of Insulation</b>	3 PolyV Chlor PolyE	None	3 PolyV Chlor PolyE	None	3 PolyV Chlor PolyE	None
<b>Insulation Thickness</b>	60 mils	None	60 mils	None	60 mils	None
<b>Insulation Voltage Rating</b>	600 volt	None	600 volt	None	600 volt	None
<b>Insulation Color Code</b>	1-white 1-black 1-red	None	1-white 1-black 1-red	None	1-white 1-black	None
<b>Non-hydroscopic Fill</b>	None		None		None	
<b>Moisture Resisting Sheath</b>						
<b>Jacket Thickness</b>	60 mils		60 mils		60 mils	

All conductors shall be uncoated annealed soft copper.

### **C Construction**

The cable shall be installed in P.V.C. conduit when indicated on plans. Any turf damage during installation of cable shall be restored (grass, asphalt or concrete) by the contractor, All splices in luminaires and transformer bases, must be completed by the contractor unless otherwise designated on plans.

### **D Measurement**

The department will measure this item by the linear foot (LF) unit of measure.

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.08	Cable Type 3#2/1#8 LTP	LF
SPV.0090.09	Cable Type 3#4/1#8 LTP	LF
SPV.0090.10	Cable Type 3#6/1#8 LTP	LF

Payment is full compensation for furnishing labor, equipment, coordination and all materials and incidentals necessary to complete the work. Also included is the labor, equipment and materials for removal of construction debris and site restoration.

## **85. Skid/Slip Resistant Green Preformed Thermoplastic Integrated Bike Lane Panel, Item SPV. 0165.02.**

### **A Description**

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

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

### **B Materials**

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

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

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

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

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

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

The material for the Bike Lane Panel is typically supplied in 2 feet x 4 feet segments.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

For any questions on materials, contact Ms. Kristin Bennett at (414) 286-8750.

## **C Construction**

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

application process. The pavement shall be clean, dry and free of debris. Supplier shall enclose application instructions with each box/package.

**D Measurement**

The department will measure Skid/Slip Resistant Green Preformed Thermoplastic Integrated Bike Lane Panel in area by the square foot, acceptably completed; as each individual unit, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0165.02	Skid/Slip Resistant Green Preformed Thermoplastic Integrated Bike Lane Panel	SF

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

**86. Cobblestone, Item SPV.0180.01.**

**A Description**

This special provision describes the furnishing and installation of cobblestone.

**B Materials**

The stones shall be Wisconsin Granite Field Stone Boulders, 4" to 6" round or equal.

**C Construction**

A minimum of 4' x 4' cobblestone boulders, shall be constructed behind each bioswale curb opening. Cobblestones are to be installed partially submerged in the soil. Cobblestones shall also be placed around all overflow structures.

**D Measurement**

The department will measure Cobblestone by the square foot, satisfactorily installed according to the contract documents.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0180.01	Cobblestone	SY

Payment is full compensation for furnishing all work and materials necessary to install cobblestones as shown on the plans.

## **87. Joint Sealing, Item SPV.0180.02.**

### **A Description**

This special provision describes the minimum requirements for preparing the pavement joint or crack, and furnishing and installing the sealant. Seal all expansion, hand-formed, and sawed joints in the pavement. Also, seal all bond or construction joints.

### **B Materials**

Joint sealer must comply with the requirements of ASTM Designation D3405. Joint sealer shall be composed of a mixture of materials that will form a resilient and adhesive compound capable of effectively sealing joints in concrete against the infiltration of moisture and foreign material throughout repeated cycles of expansion and contraction with temperature changes, and of a mixture that will not flow from the joints or be picked up by vehicle tires at summer temperatures. The material must be capable of being brought to a uniform pouring consistency suitable for completely filling the joints without inclusion of large air holes or discontinuities.

The joint sealer shall be elastic type but poured; melt by using indirect heat in suitable equipment provided with positive temperature control and mechanical agitation. Do not damage the material when heating it to the temperature required for satisfactory pouring.

When applying the joint sealer, the atmospheric and concrete temperature will be above 40° F.

### **C Construction**

#### **C.1 Preparation of Pavement Joint or Crack**

Clean the pavement joint or crack of all foreign material prior to the installation of the joint sealer. Completely remove the slurry resulting from the sawing operations from the joint by blowing it clean with compressed air (minimum air pressure – 80 pounds per square inch).

### **D Measurement**

The department will measure Joint Sealing by the area of square yards of pavement, sealed acceptably.

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0180.02	Joint Sealing	SY

Payment is full compensation for the cost of and placement of the sealant.

---

**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   6   (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 3 (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.

## ***I. 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.*

## ***II. IMPLEMENTATION***

The implementation of ASP 1 is intended to cover only the amount of time it takes for underutilization to be resolved across the trades. This will be measured annually at the county and/or state levels using data administered by WisDWD in relation to goals set by the USDOL-



OFCCP. With appropriate state and federal approvals, we may also do some measurement at the company level.

It is the contractor's responsibility to note on their Certified Payrolls if their employee is a TrANS graduate or a TrANS apprentice. The District EEO Coordinators utilize the information on the Certified Payrolls to track the hours accumulated by TrANS Graduates and TrANS apprentices on WisDOT contracts. Payment under this ASP 1 is made based on the hours recorded off of the Certified Payrolls. Tracking may eventually include improved linkages with the WisDWD apprentice database, information from company and committee level sources.

TrANS is nondiscriminatory by regulation, and is a tool for optional use by contractors to address the underutilization of women and minorities as laborers and apprentices in our industry's skilled trades.

#### **IV. TRANS TRAINING**

As part of the contractor's equal employment opportunity affirmative action program, training shall be provided to employees enrolled in apprenticeship and on-the-job training programs as follows:

The contractor shall provide on-the-job training aimed at developing full journey workers in the type of trade or job classifications involved. In the event the contractor subcontracts a portion of the contract work, the contractor shall determine how many, if any, of the trainees are to be trained by the subcontractor provided, however, that the contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The contractor shall also insure that this training special provision is made applicable to such subcontract.

Training and upgrading of minorities and women toward journey workers status is a primary objective of this training special provision. Accordingly, the contractor shall make every effort to enroll minority trainees and women (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority trainees and women trainees); to the extent such persons are available within a reasonable area of recruitment. The contractor will be given an opportunity and will be responsible for demonstrating the steps that they have taken in pursuance thereof, prior to determination as to whether the contractor is in compliance with this training special provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee in any classification in which they have successfully completed a training course leading to journey workers status or in which they have been employed as a journey worker. The contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used, the contractor's records should document the findings in each case.

#### **V. APPRENTICESHIP TRAINING**

The Federal Highway Administration's (FHWA) policy is to require full use of all available training and skill improvement opportunities to assure increased participation of minority groups, disadvantaged persons and women in all phases of the highway construction industry. The FHWA On-the-Job Training (OJT) Program requires the State transportation agencies (STAs) to establish apprenticeships and training programs targeted to move women, minorities, and disadvantaged individuals into journey-level positions to ensure that a competent workforce is available to meet highway construction hiring needs, and to address the historical underrepresentation of members of these groups in highway construction skilled crafts.

The OJT Supportive Services (OJT/SS) Program was established in Title 23 Code of Federal Regulations (CFR), Part 230) to supplement the OJT program and support STA training programs by providing services to highway construction contractors and assistance to highway construction apprentices and trainees. The primary objectives of OJT/SS are:

- (1) To increase the overall effectiveness of the State highway agencies' approved training programs.
- (2) To seek other ways to increase the training opportunities for women, minorities, and disadvantaged individuals.

The STAs are responsible for establishing procedures, subject to the availability of Surface Transportation and Bridge Funds under 23 U.S.C. §140(b) (Nondiscrimination), for the provision of supportive services with respect to training programs approved under 23 CFR, Part 230(a) (Equal Employment Opportunity on Federal and Federal-aid Construction Contracts – including Supportive Services).

The contractor and subcontractor shall maintain records to demonstrate compliance with these apprenticeship requirements. Reasonable exemptions and modifications to and from any or all of these requirements will be determined by the Wisconsin Department of Transportation-Civil Rights Office. A request for an exemption or modification, with justification, shall be made in writing, addressed to WisDOT Civil Rights Office, 4802 Sheboygan Avenue, P.O. Box 7965, Rm. 451, Madison, WI 53707.

## ADDITIONAL SPECIAL PROVISION 3

### DISADVANTAGED BUSINESS ENTERPRISE [DBE] PROGRAM IMPLEMENTATION

#### 1. Description

- a. The federal DBE program requirements outlined in the Code of Federal Regulations at 49 CFR Part 26 apply to this Wisconsin Department of Transportation contract. WisDOT is a recipient of federal funds and this contract includes federal funds. United States Department of Transportation Federal DBE Program requires the following provisions:
  - (1) Pursuant to the federal DBE program regulation at 49 CFR Part 26, a contractor's failure to comply with any provision of the DBE regulations will be considered a material breach of contract. This is non-negotiable. If a contractor fails to carry out the DBE program and Title VI nondiscrimination requirements of its contracts, the following sanctions will be assessed depending upon the facts, reasoning, severity and remedial efforts of the contractor: termination of contract, withholding payment, assessment of monetary sanctions, assessment of liquidated damages and/or suspension/debarment proceedings that may result in the disqualification of the contractor from bidding for a designated period of time.
  - (2) The contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains the federal fund recipient's [DOT] written consent. Unless [WisDOT] consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.
- b. The Wisconsin Department of Transportation [WisDOT] is committed to the compliant administration of the DBE Program. Each WisDOT Secretary affirms this commitment with his/her signed assurance.  
<http://wisconsindot.gov/Documents/doing-bus/civil-rights/dbe/policy-statement.pdf>
  - (1) The department encourages the contractor to assist and develop DBE firms to become fully knowledgeable contractors to successfully perform on its contracts. Under the contract, the contractor agrees to provide the assistance to participating DBE's in the following areas:
    - i. Produce accurate and complete quotes.
    - ii. Understand highway plans applicable to their work.
    - iii. Understand specifications and contract requirements applicable to their work.
    - iv. Understand contracting reporting requirements.
  - (2) Wisconsin DOT 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, specified contract DBE goal by subcontracting work to a DBE or by procuring services or materials from a DBE. The department calculates the DBE participation as the dollar value of DBE participation included in the bid expressed as a percentage of the total contract bid amount.
  - (3) For more comprehensive information on the disadvantaged business program, visit the department's Civil Rights and Compliance Section website at:  
<http://wisconsindot.gov/Pages/doing-bus/civil-rights/dbe/default.aspx>

## 2. Definitions

Interpret these terms, used throughout this additional special provision, as follows:

- a. **Bid Percentage:** The DBE percentage indicated in the bidding proposal at the time of bid.
- b. **DBE:** A small business certified as disadvantaged business enterprise (DBE) under the federal DBE program and included on the Wisconsin UCP DBE Directory deemed ready, willing and able.
- c. **DBE goal:** The amount of DBE participation expected in the contract as shown on the cover of the Highway Work Proposal.
- d. **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.
- e. **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.
- f. **Voluntary Achievement:** The amount of DBE participation achieved and reported in the contract in excess of the assigned goal.

## 3. DBE Percentage Required at Bid Submission

Indicate the bid percentage (i.e. 0% through 100%) of DBE participation on the completed bidding proposal. For electronic submittals, show the percentage in the miscellaneous data folder, Item 3, DBE Percent. For paper submittals, show the percentage on the sheet included after the schedule of items. By submission of the bid, the bidder contractually commits to DBE participation at or above the bid percentage, or certifies that they have utilized comprehensive good faith efforts to solicit and utilize DBE firms to meet the DBE participation requirements of this contract proposal, and that the bid percentage is reflective of these good faith efforts. The bid percentage should demonstrate the efforts of the prime contractor prior to bid. If the bidder does not indicate the bid percentage of DBE participation on the completed bidding proposal, the department will consider the bid irregular and may reject the bid.

## 4. WisDOT Interpretation of Federal DBE Program Provision

Prime contractors must utilize the specific DBEs listed to perform the work and/or supply the materials for which each is listed on the Commitment to Subcontract to DBE Form [DT1506] and approved by WisDOT's DBE office to execute its contract. The approved Commitment to Subcontract to DBE Form [DT1506] becomes a contract document/record.

### a. Department's DBE Evaluation Process

WisDOT evaluates DBE using the Commitment to Subcontract to DBE, payments to subcontractors and contract documentation. The prime contractor shall list the specific DBE certified firms and items of work s/he intends to use toward the fulfillment of the assigned DBE contract goal. The prime contractor receives DBE credit for payments made to the DBE firms performing the work listed on the approved Form DT1506.

### b. Documentation Submittal

The contractor is to identify, by name, the DBE firms whose utilization is intended to satisfy this provision, the items of work of the DBE subcontract or supply agreement and the dollar value of those items of work by completing the Commitment to Subcontract to DBE Form [DT1506]. Effective January 1, 2017, the contractor will be required to submit the documentation within 5 business days after bid opening. All necessary supporting documentation including Attachment 'A' forms and/or Good Faith Efforts Form

[DT1202] must be submitted no later than 2 business days from contractor's initial submission of the DT 1506. The contractor must provide a signed Attachment 'A' form to the DBE office within the time limit in order to receive authorization for contract execution; the DBE office reserves the right accept alternate documentation in lieu of the signed form in extenuating circumstances. Documentation must be submitted to the DBE Office by email at [DBE\\_Alert@dot.wi.gov](mailto:DBE_Alert@dot.wi.gov) ([DBE\\_Alert@dot.wi.gov](mailto:DBE_Alert@dot.wi.gov)) or by postal mail ATTN: DBE Office, PO Box 7965, Madison, WI 53707-7965.

(1) **Bidder Meets DBE Goal**

If the bidder indicates that the contract DBE goal is met, after award and before execution, the department will evaluate the Commitment to Subcontract to DBE Form DT1506 and attachment A(s) to verify the actual DBE percentage calculation. If the DBE commitment is verified, the contract is eligible for execution with respect to the DBE commitment.

(2) **Bidder Does Not Meet DBE Goal**

- i. If the bidder indicates a bid percentage on the Commitment to Subcontract to DBE Form [DT1506] that does not meet the contract DBE goal, the bidder must submit a Good Faith Efforts Form [DT1202] and supporting documentation. After award and before execution, the department will evaluate the bidder's DBE commitment and consider the bidder's good faith efforts submission.
- ii. The department will evaluate the bidder's good faith effort request and notify the bidder of one of the following:
  - (a) If the department grants a good faith efforts, the bid is eligible for contract execution with respect to DBE commitment.
  - (b) If the department rejects the good faith efforts request, the department may declare the bid ineligible for execution. The department will provide a written explanation of why the good faith efforts request was rejected. The bidder may appeal the department's rejection as allowed under 7 a. & b.

c. **Bidder Fails to Submit Documentation**

If the contractor fails to furnish the Commitment to Subcontract to DBE Form [DT1506] within the specified time, the department may cancel the award. Delay in fulfilling this requirement is not a cause for extension of the contract time and shall not be used as a tool to delay execution.

## 5. Department's Criteria for Good Faith Effort

Appendix A of 49 CFR Part 26, is the guiding regulation concerning good faith efforts. However, the federal regulations do not explicitly define "good faith" but states that bidder must actively and aggressively attempt to meet the goal. The federal regulations are general and do not include every factor or effort that can be considered. As a result, each state must establish its own processes and consider the factors established in its own practices to create a process for making a determination of adequate good faith. WisDOT evaluates good faith on a contract basis just as each contract award is evaluated individually.

The department will only approve a contractor's good faith efforts if the bidder has made the effort, given the relevant circumstances under the contract that a bidder actively and aggressively seeking to meet the goal would make. The department will evaluate the bidder's good faith effort to determine whether a good faith efforts will be granted. The bidder must demonstrate, on the DT1202 that they have aggressively solicited DBE participation in an attempt to meet the contract DBE goal and attaining the stated DBE goal is not feasible.

- a. The department, in conjunction with industry stakeholders, has developed the following guidance for contractor good faith effort. 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.

## b. Prime Contractors should:

- (1) Document all efforts and decisions made toward achieving the DBE goal on the contract. The bidder should use the Civil Rights & Compliance System [CRCS] and related WisDOT- approved DBE outreach tools, including the Bid Express Small Business Network, to foster DBE participation on all applicable contracts.
- (2) Prime contractors may 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. Requesting assistance with outreach is not a decisive factor in the review Good faith effort evaluation. Phone numbers are 414-438-4584 and/or 414-659-0487; Fax: 414-438-5392; E-mail: [DOTDBESupportServices@dot.wi.gov](mailto:DOTDBESupportServices@dot.wi.gov).
- (3) Request quotes by identifying potential items to subcontract and solicit. Prime contractors are strongly encouraged to include in their initial contacts a single page including a 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 A.* 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's 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 you are seeking quotes to [DOTDBESupportServices@dot.wi.gov](mailto:DOTDBESupportServices@dot.wi.gov).
  - ii. SBN is the preferred outreach tool. <https://www.bidx.com/wi/main>. Other acceptable means include postal mail, email, fax, phone call.
    - (a) Primes must ask DBE firms for a response in their solicitations. See *Sample Contractors Solicitation Letter* in Appendix. This letter can be included as an attachment to the SBN sub-quote request.
    - (b) Solicit quotes at least 10 calendar days prior to the letting date, at least two Fridays before the letting, 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) Second solicitation should take place within 5 calendar days. Email and SBN are the preferred delivery of the follow-up 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 Bid Express SBN Record of Subcontractor Outreach Effort.

c. Evaluate DBE quotes Documentation is critical if a prime does not utilize the DBE firm's quote for any reason.

- (1) Evaluate DBE firm's capability to perform 'possible items to subcontract' using legitimate reasons, including but not limited to, **a discussion with the DBE firm** regarding its capabilities prior to the bid letting. If lack of capacity is your reason for not utilizing the DBE quote, you are 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 and/or NAICS code listed in the UCP directory can be counted toward DBE credit. Documentation of the conversation is required.
- (2) In striving to meet an assigned DBE contract goal, prime contractors are expected to use DBE quotes that are responsive and reasonable. This includes DBE quotes that are not the low quote.

- (3) **Special Circumstance** - Evaluation of DBE quotes with tied bid items. "Tied quotes are the condition in which a subcontractor submits quotes including multiple areas of expertise across multiple work areas noting that the items and price are tied. Typically this type of quoting represents a cost saving to the prime but is not clearly stated as a discount; tied quotes are usually presented as 'all or none' quote to the prime." When non-DBE subcontractors submit tied bid items in their quotes to the prime, the DBE firms' quote may seem not 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.
- d. Immediately after notification of contract award, the prime submits all **'Commitment to Subcontract'** forms to the DBE Office. Prime contractor has 5 days to submit the completed form for the DBE firms it intends to use on the contract for DBE credit. If the goal is not met in full, the prime contractor must provide the following information along with WisDOT form DT1202: Certificate of Good Faith Efforts.
- (1) The names, addresses, e-mail addresses, telephone numbers of DBE's contacted. The dates of both initial and follow-up contact.
  - (2) A description of information provided to the DBE's regarding the plans, specifications, and estimated quantities for portions of the work to be performed by that DBE.
  - (3) Photocopies or electronic copies of all written solicitations to DBE's. A printed copy of SBN solicitation is acceptable.
  - (4) Documentation of each quote received from a DBE and, if rejected, the reason for that rejection.
  - (5) Bidder attendance at any pre-solicitation or pre-bid meetings the department held to inform DBE's of participation opportunities available on the project.

The prime contractor must obtain written consent from the DBE Office to change or replace any DBE firm listed on the approved Commitment to Subcontract to DBE Form [DT1506]. If the prime contractor utilizes another contractor, including the use of its own workforce, to perform the work assigned to a DBE on the approved DT1506, the prime contractor will not be entitled to payment for that work. Any changes to DBE after the approval of the DT1506 must be reviewed and approved by the DBE office prior to the change.

## 6. 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, a prime contractor and the regular dealer of 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 in cases where the prime has submitted the DBE and material 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 is part of the value of work performed by the DBE to be counted toward the goal. To receive credit, the DBE 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 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 form or 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 supplies.
- b. DBE subcontractor is responsible to furnish and/or install the material/work item. The DBE subcontractor shall not be an 'extra participant' in the transaction; the DBE'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 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 contractors negotiated unit price.

## 7. Bidder's Appeal Process

- a. A bidder can appeal the department's decision to deny the bidder's good faith effort submission. The bidder must provide written documentation refuting the specific reasons for rejection as stated in the department's rejection notice. The bidder may meet in person with the department if so requested. Failure to appeal within 7 calendar days after receiving the department's written denial notice of a good faith effort evaluation constitutes a forfeiture of the bidder's right of appeal. A contract cannot be executed without documentation that the DBE provisions have been fulfilled.
- b. The department will appoint a representative, who did not participate in the original determination, to assess the bidder's appeal. The department will issue a written decision within 5 calendar days after the bidder presents all written and oral testimony. In that written decision, the department will explain the basis for finding that the bidder did or did not meet the contract DBE goal or make an adequate good faith effort to meet the contract DBE goal. The department's decision is final. If the department finds that the bidder did not meet the contract DBE goal or did not make adequate efforts to meet the DBE goal, the department may declare the bid ineligible for execution.

## 8. Department's Criteria for DBE Participation

### Directory of DBE firms

- a. The only resource for DBE certified firms certified in the state of Wisconsin is the Wisconsin Unified Certification Program [UCP] DBE List. Wisconsin Department of Transportation maintains a current list of certified DBE firms titled Wisconsin UCP DBE Directory on the website at:  
<http://wisconsin.gov/Documents/doing-bus/civil-rights/dbe/dbe-ucp-directory.xlsx>
- b. The DBE office is also available to assist at 414-438-4583 or 608-267-3849.



## 9. Counting DBE Participation

### Assessing DBE Work

- a. 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 unified certification program agencies. If a firm becomes DBE certified before entering into a subcontract, the department may consider that DBE usage towards the contract goal. 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:
- b. The department counts work performed by the DBE's own resources. The department includes the cost of materials and supplies the DBE obtains for the work. The department also includes the cost of equipment the DBE leases for the work. The department will not include the cost of materials, supplies, or equipment the DBE purchases or leases from the prime contractor or its affiliate, except the department will count non-project specific leases the DBE has in place before the work is advertised.
- c. The department counts fees and commissions the DBE charges for providing a 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 engineer deems reasonable based on experience or prevailing market rates.
- d. If a DBE subcontracts work, the department counts the value of the subcontracted work only if the DBE's subcontractor is also a DBE.
- e. The contractor shall maintain records and may be required to furnish periodic reports documenting its performance under this item.
- f. It is the prime contractor's responsibility to determine whether the work that is committed and/or contracted to a DBE certified 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.
- g. It is the prime contractor's responsibility to assess the DBE firm's ability to perform the work for which s/he 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.

## 10. Commercially Useful Function

- a. Commercially useful function is evaluated after the contract has been executed, while the DBE certified firm is performing its work items. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved.
- b. The department uses Form DT1011: DBE Commercially Useful Function Review and Certification to evaluate whether 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 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 contract work and it is carrying out its responsibilities by actually performing, managing, and supervising that work.
  - (2) For materials and supplies, the DBE is responsible for negotiating price, determining quality and quantity, ordering, and paying for those materials and supplies.

## 11. Credit Evaluation for Trucking

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

## 12. 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 provides under the contract for DBE credit based on whether the DBE is a manufacturer, supplier or broker. Generally, DBE crediting measures and evaluates the DBE owner's role, responsibility and contribution to the transaction: maximum DBE credit when the DBE manufactures materials or supplies; DBE credit decreases when the DBE solely supplies material and minimal credit is allotted when the DBE's role is administrative or transactional.

It is the bidder's responsibility to find out if the DBE is considered a supplier or a manufacturer before listing them on Commitment to Subcontract to DBE form DT1506.

### 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, count **100%** percent of the cost of the materials or supplies 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.

### 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 have historically been 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, or fees or transportation charges for the delivery of materials or supplies required on a job site.
- (4) The evaluation will review the contract need for the item/service, review the sub-contract or invoice for the item/service, compare the fees customarily allowed for similar services to determine whether they are reasonable.

When DBE suppliers are contracted, additional documentation must accompany the DT1506 and Attachment 'A' forms. An invoice or bill-of-sale that includes the company names of the bidder and the DBE supplier and 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.* Please respond to the following questions and submit with your DBE Commitment Form.

1. What is the product or material?
2. Is this item in the prime's inventory or was the item purchased when contract was awarded?
3. Which contract line items were referenced to develop this quote?
4. What is the amount of material or product used on the project?

### **13. Credit Evaluation for DBE Primes**

Wisconsin DOT calculates DBE credit based on the amount and type of work performed by DBE certified firms. If the prime contractor is a DBE certified firm, the department will only count the work that DBE prime contractor performs with its own forces for DBE credit. We will also calculate DBE credit for the work performed by any other DBE certified subcontractor, DBE certified supplier, DBE certified manufacturer on that contract in that DBE's approved work areas/NAICS code. Crediting for manufacturers and suppliers is calculated consistent with paragraph 12 of this document and 49 CFR Part 26.

### **14. Joint Venture**

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

### **15. Mentor Protégé**

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

### **16. DBE Replacement or Termination**

#### **Contractual Requirement**

The contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent from the Department's DBE Office. If the Department does not provide consent to replace or terminate a DBE firm, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

#### **Contractor Considerations**

- a. A prime contractor cannot terminate and/or replace a DBE subcontractor listed on the approved Commitment to Subcontract to DBE Form [DT1506] 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.

- b. If a prime contractor feels it is necessary to replace or terminate a DBE firm that has been approved for DBE credit toward its contract, s/he will be required to provide reasons and documentation to support why the prime cannot fulfill the contractual commitment that it made to the Department regarding the DBE utilization.
- c. Prime contractor is required to make affirmative efforts to find another DBE subcontractor to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the assigned DBE contract goal.
- d. 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 is expected to make affirmative efforts to maintain its commitment to the assigned DBE goal.
- e. The DBE firm should communicate with the prime contractor regarding its schedule and capacity in the context of the contract. If the DBE anticipates that it cannot fulfill its subcontract, s/he shall advise the prime contractor and suggest a DBE that may replace their services or provide written consent to be released from its subcontract.
  - (1) Before the prime contractor can request to terminate or substitute a DBE firm; s/he must:
    - i. Make every effort to fulfill the DBE commitment by working with the listed DBE to ensure that they are fully knowledgeable of your expectations for successful performance on the contract. Document these efforts in writing.
    - ii. If those efforts fail, provide written notice to the DBE subcontractor of your *intent* to request to terminate and/or replace the firm including the reason(s) you want to pursue this action.
    - iii. Copy the DBE Office on all correspondence related to changing a DBE firm who has been approved for DBE credit on a contract including the preparation and coordination efforts with the DBE on the contract.
    - iv. Clearly state the amount of time the DBE firm has to remedy and/or respond to your notice of intent to replace/terminate their firm from the contract. The DBE shall be allowed five days 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 manager must verify that waiting 5 days for a DBE performing traffic control work to respond would affect the public safety.
    - v. The DBE subcontractor must forward a written response to the prime contractor and copy the DBE Office. The written response must outline why it objects to the proposed termination of its subcontract and list the reasons that WisDOT should not approve the request for their firm to be replaced or removed from the contract.

### **The Request to Replace or Terminate a DBE**

The prime contractor must provide a written request to replace or terminate a DBE firm that has been approved for DBE credit on a WisDOT contract. The written request can be an email or printed document delivered by email or fax; at minimum, the request must contain the following:

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

WisDOT will review your request and any supporting documentation that you submit to evaluate whether the circumstance and the reasons constitute a good cause for replacing or terminating the DBE that was approved for DBE credit on that contract.

*Examples of Good Causes to Replace a DBE 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.
- You have determined that the listed DBE subcontractor is not a responsible contractor.
- The listed DBE subcontractor voluntarily withdraws from the project and provides to you written notice of its withdrawal.
- The listed DBE is ineligible to receive DBE credit for the type of work required.
- A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract.

**Evaluation and Response to the Request**

If WisDOT determines that your reasons comply with the good cause standards; the DBE office will send the prime contractor and the WisDOT project manager an email stating that we concur with the reasons and approve the replacement or termination.

If WisDOT determines that your reasons do not comply with the good cause standards of the federal DBE program, the DBE Office will send the prime contractor an email that includes *the requirement* to utilize the committed DBE, *remedial actions* to support the completion of the contractual commitment, a list of available WisDOT support services *and administrative remedies that may be invoked* for failure to comply with federal DBE guidelines for DBE replacement.

The Wisconsin Department of transportation contact for all actions related to replacing a DBE is the DBE Program Chief and/or the DBE Program Engineer which can be reached at [DBE\\_Alert@dot.wi.gov](mailto:DBE_Alert@dot.wi.gov) or by calling 608-267-3849.

**17. DBE Utilization beyond the approved DBE Commitment Form DT1506**

If the Prime/subcontractor increases the scope of work for a participating DBE or adds a DBE subcontractor that was not on the approved Form DT1506 at any time after contract award, s/he should follow these steps so that the participation can be accurately credited toward the DBE goal.

- a. Send an email to the DBE Engineer at [DBE\\_Alert@dot.wi.gov](mailto:DBE_Alert@dot.wi.gov) describing the work to be performed by the new DBE including the proposed schedule or duration, DBE name and contact information. You may also call the DBE Engineer at 414-659-0487 to notify him of the change verbally.  
If the scope change added work for a participating DBE; list the date and reason for the scope change.
- b. Forward a complete, signed Attachment 'A' form to the DBE Office at [DBE\\_Alert@dot.wi.gov](mailto:DBE_Alert@dot.wi.gov). A complete Attachment A includes DBE contact information, signature, subcontract value and proper description of the work areas to be performed by the DBE.  
The DBE office will confirm the DBE participation and revise the DT1506 based on the email/discussion and attach the new/revised Attachment A to the Contract record/documentation.

## **18. Contract Modifications**

When additional opportunity is available by contract modifications, the Prime Contractor shall utilize DBE Subcontractors that were committed to equal work items, in the original contract.

## **19. Payment**

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

## APPENDIX A

### Sample Contractor Solicitation Letter Page 1

*This sample is provided as a guide not a requirement*

---

#### GFW SAMPLE MEMORANDUM

---

**TO:** DBE FIRMS  
**FROM:** POTENTIAL PRIME CONTRACTOR OR MAJOR SUBCONTRACTOR  
**SUBJECT:** REQUEST FOR DBE QUOTES  
**LET DATE & TIME**  
**DATE:** MONTH DAY YEAR  
**CC:** DBE OFFICE ENGINEER

Our company is considering bidding on the projects indicated on the next page, as a prime and/or a subcontractor for the Wisconsin Department of Transportation [Month- date -year] Letting. Page 2 lists the projects and work items that we may subcontract for this letting. We are interested in obtaining subcontractor quotes for these projects and work categories. Also note that we are willing to accept quotes in areas we may be planning to perform ourselves as required by federal rules.

Please review page 2, respond whether you plan to quote, highlight the projects and work items you are interested in performing and return it via fax or email within 3 days. Plans, specifications and addenda are available through WisDOT at the DBE Support Services office or at the Highway Construction Contract Information (HCCI) site at

<http://roadwaystandards.dot.wi.gov/hcci/>

Your quote should include all of the costs required to complete the items you propose to perform including labor, equipment, material, and related bonding or insurance. The quote should note items that you are DBE certified to perform, tied items, and any special terms. Page 2, with the indicated projects and items you plan to quote, should be used as a cover sheet for your quote.

Please make every effort to have your quotes into our office by [time deadline] the prior to the letting date. **Make sure the correct letting date, project ID and proposal number, unit price and extension are included in your quote.** We prefer quotes be sent via SBN but [prime's alternatives] are acceptable. Our office hours are [include hours and days]. Please call our office as soon as possible prior to the letting if you need information/clarification to prepare your quote at [contact number].

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

All questions should be directed to:

Project Manager, John Doe,

Phone: (000) 123-4567

Email: [Joe@joetheplumber.com](mailto:Joe@joetheplumber.com)

Fax: (000) 123- 4657

## Sample Contractor Solicitation Letter Page 2

*This sample is provided as a guide not a requirement*

### REQUEST FOR QUOTATION

Prime's Name: \_\_\_\_\_  
 Letting Date: \_\_\_\_\_  
 Project ID: \_\_\_\_\_

**Please check all that apply**

- ☐ Yes, we will be quoting on the projects and items listed below  
☐ No, we are not interested in quoting on the letting or its items referenced below  
☐ Please take our name off your monthly DBE contact list  
☐ We have questions about quoting this letting. Please have someone contact me at this number

**Prime Contractor's Contact Person**

**DBE Contractor Contact Person**

\_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Fax: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Fax: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 \_\_\_\_\_

**Please circle the jobs and items you will be quoting below**

Proposal No.	1	2	3	4	5	6	7
County							

**WORK DESCRIPTION:**

Clear and Grub	X		X	X		X	X
Dump Truck Hauling	X		X	X		X	X
Curb & Gutter/Sidewalk, Etc.	X		X	X		X	X
Erosion Control Items	X		X	X		X	X
Signs and Posts/Markers	X		X	X		X	X
Traffic Control		X	X	X		X	X
Electrical Work/Traffic Signals		X	X	X		X	
Pavement Marking		X	X	X	X	X	X
Sawing Pavement		X	X	X	X	X	X
QMP, Base	X	X		X	X	X	X
Pipe Underdrain	X			X			
Beam Guard				X	X	X	X
Concrete Staining							X
Trees/Shrubs	X						X

Again please make every effort to have your quotes into our office by time deadline prior to the letting date.

We prefer quotes be sent via SBN but prime's preferred alternatives are acceptable.

If there are further questions please direct them to the prime contractor's contact person at phone number.



## **APPENDIX B**

### **BEST PRACTICES FOR PRIME CONTRACTOR & DBE SUBCONTRACTOR GOOD FAITH EFFORT**

*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 do as thorough a job as possible 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 C

### Types of Efforts considered in determining GFE

*This list represents concepts being assessed; analysis requires additional steps*

1. Whether the contractor attended any pre-solicitation or pre-bid meetings that were scheduled by WisDOT to inform DBEs of contracting and subcontracting opportunities.
2. Whether the contractor provided written notice to a reasonable number of specific DBEs that their interest in the contract was being solicited, in sufficient time to allow the DBEs to participate effectively.
3. Whether the contractor followed up initial solicitations of interest by contacting DBEs to determine if the DBEs were interested; returned the phone calls of interested DBE firms.
4. Whether the contractor selected portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goal.
5. Whether the contractor provided interested DBEs with adequate information about the plans, specifications and requirements of the contract.
6. Whether the contractor negotiated in good faith with interested DBEs, not rejected DBEs as unqualified without sound reasons based on a thorough investigation of their capabilities.
7. Whether the contractor made efforts to assist interested DBEs in being more competitive.
8. Whether the contractor effectively used the services of available minority community organizations: minority contractors groups, local, state, and Federal minority business assistance offices, and other organizations that provide assistance to small businesses and DBE firms.
9. Whether Prime used CRCS to identify DBE who specialize in relevant work areas.
10. Whether the contractor used available resources including contacting the DBE office, using WisDOT's website
11. Whether the contractor returned calls of firms expressing interest in a timely manner.

## **APPENDIX D**

### **Good Faith Effort Evaluation Guidance**

#### ***Excerpt from Appendix A of 49 CFR Part 26***

#### **APPENDIX A TO PART 26 -- GUIDANCE CONCERNING GOOD FAITH EFFORTS**

- I. When, as a recipient, you establish a contract goal on a DOT assisted contract, a bidder must, in order to be responsible and/or responsive, make 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, it is up to you 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. 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: meeting quantitative formulas is not required.
- 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. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder must 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 to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
  - 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.
  - 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. 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 employee status) are not legitimate causes for the rejection or non solicitation of bids in the contractor's efforts to meet the project goal.
  - 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, you may take into account the performance of other bidders in meeting the contract. 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 reasonable 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.

## Appendix E

### 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 completion at a later time.
2. Create sub-quotes for the subcontracting community:
  - a. Create sub-quotes with ease using the intuitive sub-quote creator. In seven short steps, you can rapidly create a custom sub-quote directed to all subcontractors that bid on the applicable work types. Steps include: provide contact information and sub-quote expiration date, select letting and proposal, add work types and items, specify terms and conditions, upload attachments, and select vendors.
  - b. Create a sub-quote to send to subcontractors or suppliers that lists the items in a proposal that you want quoted
  - c. Create an unlimited number of sub-quotes for items you want quoted, and optionally mark them as a DBE-preferred request.
  - d. Add attachments to sub-quotes.
3. View sub-quote requests & responses:
  - a. After logging into the Bid Express service, you can quickly review all of your sub-quote requests and all unsolicited sub-quote requests from subcontractors. To simplify the Small Business Network home screen, sub-quote requests can be hidden with one click if they are not applicable.
  - b. View or receive unsolicited sub-quotes that subcontractors have posted, complete with terms, conditions and pricing.
4. View Record of Subcontractor Outreach Effort:
  - a. For each sub-quote produced, a *Record of Subcontractor Outreach Effort* is generated that shows the response statistics for a particular sub-quote. If accepted by the letting agency, this report may serve as proof of a “Good Faith” effort in reaching out to the DBE community.
  - b. Easily locate pre-qualified and certified small and disadvantaged businesses.
  - c. Advertise to small and disadvantaged businesses more efficiently and cost effectively.
  - d. Document your interactions with subs/DBEs by producing an Outreach Report (may be accepted as proof of DBE outreach at the discretion of each agency).

The Small Business Network is a part of the Bid Express® service that was created to ensure that small businesses have a centralized area to access information about upcoming projects. It can help small businesses learn more about opportunities, compete more effectively, network with other contractors and subcontractors, and win more jobs.

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.
  - b. DBE firms can request a Bid Express Small Business Network Account at no cost by calling 414-438-4588.

## **ADDITIONAL SPECIAL PROVISION 4**

### **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 may also withhold routine 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.

### **Release of Routine Retainage**

After granting substantial completion the department may reduce the routine retainage withheld from the prime contractor to 75 percent of the original total amount retained.

When the Department sends the semi-final estimate the department may reduce the routine retainage withheld from the prime contractor to 10 percent of the original total amount retained.

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 and that no routine retainage is being withheld. The department will pay the prime contractor in full and reduce the routine retainage withheld from the prime contractor to zero when the department approves the final estimate.

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.





**ADDITIONAL SPECIAL PROVISION 6**  
**ASP 6 - Modifications to the standard specifications**

*Make the following revisions to the standard specifications:*

---

**440.3.5.2 Corrective Actions for Localized Roughness**

*Replace paragraph two with the following effective with the September 2016 letting:*

- (2) The engineer will not direct corrective action or assess a pay reduction for an area of localized roughness without physically riding that work. The engineer will not direct corrective action on bridges without authorization from the department's bureau of structures.
- 

**450.3.1.1.4 Recording Truck Loads**

*Replace the entire text with the following effective with the December 2016 letting:*

- (1) If not using automatic batch recording, install a digital recorder as part of the platform truck or storage silo scales. Ensure that the recorder can produce a printed digital record of at least the gross or net weights of delivery trucks. Provide gross, tare, net weights, load count, and the cumulative tonnage; the date, time, ticket number, WisDOT project ID, and mix 250 number; and the mix type including the traffic, binder, and mix designation codes specified in 460.3.1. Ensure that scales cannot be manually manipulated during the printing process. Provide an interlock to prevent printing until the scales come to rest. Size the scales and recorder to accurately weigh the heaviest loaded trucks or tractor-trailers hauling asphaltic mixture. Ensure that recorded weights are accurate to within 0.1 percent of the nominal capacity of the scale.
  - (2) Ensure that tickets identify additives not included in the mix design submittal. Indicate on the ticket if the mixture will be placed under a cold weather paving plan and identify the warm mix additive and dosage rate required under 450.3.2.1.2.2.
- 

**455.3.2.1 General**

*Replace paragraph one with the following effective with the December 2016 letting:*

- (1) Apply tack coat only when the air temperature is 32 F or more unless the engineer approves otherwise in writing. Before applying tack coat ensure that the surface is reasonably free of loose dirt, dust, or other foreign matter. Do not apply to surfaces with standing water. Do not apply if weather or surface conditions are unfavorable or before impending rains.
- 

**460.2.1 General**

*Replace the entire text with the following effective with the December 2016 letting:*

- (1) Furnish a homogeneous mixture of coarse aggregate, fine aggregate, mineral filler if required, SMA stabilizer if required, recycled material if used, warm mix asphalt additive or process if used, and asphaltic material. Design mixtures conforming to table 460-1 and table 460-2 to 4.0% air voids to establish the aggregate structure.
- (2) Determine the target JMF asphalt binder content for production from the mix design data corresponding to 3.0% air voids (97% Gmm) target at the design the number of gyrations (Ndes). Add liquid asphalt to achieve the required air voids at Ndes.
- (3) For SMA, determine the target JMF asphalt binder content for production from the mix design data corresponding to 4.0% air voids (96% Gmm) target at Ndes.

**460.2.8.2.1.5 Control Limits**

*Replace paragraph one with the following effective with the December 2016 letting:*

- (1) Conform to the following control limits for the JMF and warning limits based on a running average of the last 4 data points:

ITEM	JMF LIMITS	WARNING LIMITS
Percent passing given sieve:		
37.5-mm	+/- 6.0	+/- 4.5
25.0-mm	+/- 6.0	+/- 4.5
19.0-mm	+/- 5.5	+/- 4.0
12.5-mm	+/- 5.5	+/- 4.0
9.5-mm	+/- 5.5	+/- 4.0
2.36-mm	+/- 5.0	+/- 4.0
75-µm	+/- 2.0	+/- 1.5
Asphaltic content in percent	- 0.3	- 0.2
Air voids in percent <sup>[1]</sup>	+1.3/-1.0	+1.0/-0.7
VMA in percent <sup>[2]</sup>	- 0.5	- 0.2

<sup>[1]</sup> For SMA, JMF limits are +/-1.3 and warning limits are +/-1.0.

<sup>[2]</sup> VMA limits based on minimum requirement for mix design nominal maximum aggregate size in table 460-1.

**460.2.8.2.1.6 Job Mix Formula Adjustment**

*Replace paragraph one with the following effective with the December 2016 letting:*

- (1) The contractor may request adjustment of the JMF according to CMM 8-36.6.13.1. Have an HMA technician certified at a level appropriate for process control and troubleshooting or mix design submit a written JMF adjustment request. Ensure that the resulting JMF is within specified master gradation bands. The department will have a certified Hot Mix Asphalt, Mix Design, Report Submittals technician review the proposed adjustment and, if acceptable, issue a revised JMF.

**460.2.8.3.1.6 Acceptable Verification Parameters**

*Replace paragraph one with the following effective with the December 2016 letting:*

- (1) The engineer will provide test results to the contractor within 2 mixture-production days after obtaining the sample. The quality of the product is acceptably verified if it meets the following limits:
- Va is within a range of 2.0 to 4.3 percent. For SMA, Va is within a range of 2.7 to 5.3 percent.
  - VMA is within minus 0.5 of the minimum requirement for the mix design nominal maximum aggregate size.

**460.3.3.1 Minimum Required Density**

Replace paragraph one with the following effective with the December 2016 letting:

- (1) Compact all layers of HMA mixture to the density table 460-3 shows for the applicable mixture, location, and layer.

**TABLE 460-3 MINIMUM REQUIRED DENSITY<sup>[1]</sup>**

LOCATION	LAYER	PERCENT OF TARGET MAXIMUM DENSITY		
		MIXTURE TYPE		
		LT and MT	HT	SMA <sup>[5]</sup>
TRAFFIC LANES <sup>[2]</sup>	LOWER	93.0 <sup>[3]</sup>	93.0 <sup>[4]</sup>	—
	UPPER	93.0	93.0	—
SIDE ROADS, CROSSOVERS, TURN LANES, & RAMPS	LOWER	93.0 <sup>[3]</sup>	93.0 <sup>[4]</sup>	—
	UPPER	93.0	93.0	—
SHOULDERS & APPURTENANCES	LOWER	91.0	91.0	—
	UPPER	92.0	92.0	—

<sup>[1]</sup> The table values are for average lot density. If any individual density test result falls more than 3.0 percent below the minimum required target maximum density, the engineer may investigate the acceptability of that material.

<sup>[2]</sup> Includes parking lanes as determined by the engineer.

<sup>[3]</sup> Minimum reduced by 2.0 percent for a lower layer constructed directly on crushed aggregate or recycled base courses.

<sup>[4]</sup> Minimum reduced by 1.0 percent for a lower layer constructed directly on crushed aggregate or recycled base courses.

<sup>[5]</sup> The minimum required densities for SMA mixtures are determined according to CMM 8-15.

**460.5.2.1 General**

Replace paragraph six with the following effective with the December 2016 letting:

- (6) If during a QV dispute resolution investigation the department discovers mixture with  $1.5 > V_a > 5.0$  or VMA more than 1.0 below the minimum allowed in table 460-1, and the engineer allows that mixture to remain in place, the department will pay for the quantity of affected material at 50 percent of the contract price.

**460.5.2.3 Incentive for HMA Pavement Density**

Replace paragraph one with the following effective with the December 2016 letting:

- (1) If the lot density is greater than the minimum specified in table 460-3 and all individual air voids test results for that mixture placed during the same day are within 2.5 - 4.0 percent, the department will adjust pay for that lot as follows:

**INCENTIVE PAY ADJUSTMENT FOR HMA PAVEMENT DENSITY<sup>[1]</sup>**

PERCENT LOT DENSITY ABOVE SPECIFIED MINIMUM	PAY ADJUSTMENT PER TON <sup>[2]</sup>
From -0.4 to 1.0 inclusive	\$0
From 1.1 to 1.8 inclusive	\$0.40
More than 1.8	\$0.80

<sup>[1]</sup> SMA pavements are not eligible for density incentive.

<sup>[2]</sup> The department will prorate the pay adjustment for a partial lot.

**501.2.6 Fly Ash**

*Replace the entire subsection with the following effective with the December 2016 letting:*

**501.2.6.1 General**

- (1) Fly ash is defined as a finely divided residue resulting from the combustion of coal in a base loaded electric generating plant, transported from the boiler by flue gases, and later collected, generally by precipitators. Use fly ash in concrete manufactured by facilities and processes known to provide satisfactory material.
- (2) Test fly ash using a recognized laboratory, as defined in 501.2.2(1), starting at least 30 days before its proposed use, and continuing at ASTM-required frequencies as the work progresses. The manufacturer shall test the chemical and physical properties listed in tables 1 and 2 of ASTM C618 at the frequencies and by the test methods prescribed in ASTM C311.
- (3) Use only one source of fly ash for a bid item of work under the contract, unless the engineer directs or allows otherwise in writing.
- (4) Prequalify any proposed fly ash source as follows: The contractor shall obtain a copy of the certified report of tests or analysis made by a qualified independent laboratory, recognized by the department under 501.2.2, showing full and complete compliance with the above specification from the fly ash manufacturer and furnish it to the engineer. Provide this report to the engineer at least 14 calendar days before using the fly ash.
- (5) The manufacturer shall retain test records for at least 5 years after completing the work, and provide these records upon request.

**501.2.6.2 Class C Ash**

- (1) Conform to ASTM C618 class C except limit the loss on ignition to a maximum of 2 percent.

**501.2.6.3 Class F Ash**

- (2) Furnish a class F fly ash from a source listed on the department's approved product list, and conform to ASTM C618 class F except limit the loss on ignition to a maximum of 2 percent.

**502.3.7.8 Floors**

*Replace paragraph sixteen with the following effective with the September 2016 letting:*

- (16) The finished bridge floor shall conform to the surface test specified in 415.3.10. The engineer will not direct corrective grinding without authorization from the department's bureau of structures.

**503.3.2.1.1 Tolerances**

*Increase the "length of beam" max tolerance for prestressed concrete I-type girders from 3/4" to 1 1/2" effective with the December 2016 letting:*

**PRESTRESSED CONCRETE I-TYPE GIRDERS**

Length of beam..... +/- 1/8" per 10', up to a max of +/- 1 1/2"

**517.3.1.7.3 Epoxy System Intermediate and Protective Coats**

*Replace paragraph one with the following effective with the December 2016 letting:*

- (1) Mask the faying surfaces of bolted field splices and the top of the top flanges where welding the stud shear connectors during coat application. On all other areas including the outside surfaces of splice plates, ensure that the dry film thickness conforms to the following:
  1. For the white intermediate coat, 3.5 mils to 8 mils.
  2. For the protective coat, sufficient thickness to provide a uniform color and appearance but not less than 3 mil or more than 6 mils.

## Errata

Make the following corrections to the standard specifications:

### Throughout the contract:

Update all references to the construction rental rate "Blue Book" to reference "EquipmentWatch" rates.

#### 105.13.4 Content of Claim

- (1) Include the following 5 items in the claim.
  1. A concise description of the claim.
  2. A clear contractual basis for the claim. This should include reference to 104.2 on revisions to the contract and as appropriate, specific reference to contract language regarding the bid items in question.
  3. Other facts the contractor relies on to support the claim.
  4. A concise statement of the circumstances surrounding the claim and reasons why the department should pay the claim. Explain how the claimed work is a change to the contract work.
  5. A complete breakdown of the costs used to compile the claim. Include copies of all EquipmentWatch equipment rental rate sheets used, with the applicable number highlighted.

#### 109.4.5.5.1 General

- (2) The department will pay for use of contractor-owned equipment the engineer approves for force account work at published rates. The department will pay the contractor expense rates, as modified in 109.4.5.5, given in EquipmentWatch Cost Recovery (formerly Rental Rate Blue Book) . Base all rates on revisions effective on January 1 for all equipment used in that calendar year.

<http://equipmentwatch.com/estimator/>

#### 109.4.5.5.2 Hourly Equipment Expense Rates (Without Operators)

- (1) The contractor shall determine, and the department will confirm, hourly equipment expense rates as follows:

$$\text{HEER} = [\text{RAF} \times \text{ARA} \times (\text{R}/176)] + \text{HOC}$$

Where:

HEER = Hourly equipment expense rate.  
 RAF = EquipmentWatch regional adjustment factor.  
 ARA = EquipmentWatch age rate adjustment factor.  
 R = Current EquipmentWatch monthly rate.  
 HOC = EquipmentWatch estimated hourly operating cost.

- (2) The EquipmentWatch hourly operating cost represents all costs of equipment operation, including fuel and oil, lubrication, field repairs, tires, expendable parts, and supplies.

#### 109.4.5.5.3 Hourly Equipment Stand-By Rate

- (1) For equipment that is in operational condition and is standing-by with the engineer's approval, the contractor shall determine, and the department will confirm, the hourly stand-by rate as follows:

$$\text{HSBR} = \text{RAF} \times \text{ARA} \times (\text{R}/176) \times (1/2)$$

Where:

HSBR = Hourly stand-by rate.  
 RAF = EquipmentWatch regional adjustment factor.  
 ARA = EquipmentWatch age rate adjustment factor.  
 R = Current EquipmentWatch monthly rate.

- (2) The department will limit payment for stand-by to 10 hours or less per day up to 40 hours per week. The department will not pay the contractor for equipment that is inoperable due to breakdown. The department will not pay for idle equipment if the contractor suspends work or if the contractor is maintaining or repairing the equipment.

#### 109.4.5.5.4 Hourly Outside-Rented Equipment Rate

- (1) If the contractor rents or leases equipment from a third party for force account work, the contractor shall determine, and the department will confirm, the hourly outside-rented equipment rate as follows:

$$\text{HORER} = \text{HRI} + \text{HOC}$$

Where:

**HORER** = Hourly outside-rented equipment rate

**HRI** = Hourly rental invoice costs prorated for the actual number of hours that rented equipment is operated solely on force account work

**HOC** = EquipmentWatch hourly operating cost.

## 109.2 Scope of Payment

Correct errata to clarify that work under the contract is included in payment unless specifically excluded.

- (2) The department will pay for the quantity of work acceptably completed and measured for payment as the measurement subsection for each bid item specifies. Within the contract provide means to furnish and install the work complete and in-place. Payment is full compensation for everything required to perform the work under the contract including, but not limited to, the work elements listed in the payment subsection. Payment also includes all of the following not specifically excluded in that payment subsection:
1. Furnishing and installing all materials as well as furnishing the labor, tools, supplies, equipment, and incidentals necessary to perform the work.
  2. All losses or damages, except as specified in 107.14, arising from one or more of the following:
    - The nature of the work.
    - The action of the elements.
    - Unforeseen difficulties encountered during prosecution of the work.
  3. All insurance costs, expenses, and risks connected with the prosecution of the work.
  4. All expenses incurred because of an engineer-ordered suspension, except as specified in 104.2.2.3.
  5. All infringements of patents, trademarks, or copyrights.
  6. All other expenses incurred to complete and protect the work under the contract.

### 204.3.2.2.1 General

Correct errata by removing the reference to 490 which was deleted effective with the 2017 spec.

- (1) Under the Removing Pavement bid item, remove concrete pavements, concrete alleys, concrete driveways, or rigid base including all surfaces or other pavements superimposed on them.

### 657.2.2.1.1 General

Correct errata by eliminating the reference to department provided arms in the last sentence.

- (1) Furnish shop drawings as specified in 506.3.2, except submit 5 copies with the materials list. Ensure the drawings contain sufficient detail to allow satisfactory review and show the outside diameters of the pole at the butt, top, and splice locations the plans show. Show the width, depth, length, and thickness of all material, and list pertinent ASTM specification designations and metal alloy designations together with the tensile strength of metallic members. Provide tightening procedures for arm-to-pole connections on the shop drawings.

### 657.2.2.1.4 Poles Designed Under Legacy Standards

Correct errata by deleting the entire subsection to eliminate redundant language.

### 657.2.2.2 Trombone Arms

Correct errata by changing the reference from 657.2.2.1.3 to 657.2.2.1.2.

- (1) Design aluminum trombone arms as specified in 657.2.2.1.2 based on the completed maximum loading configuration the plans show. Furnish shop drawings conforming to 657.2.2.1.1 that show the width, depth, length, and thickness of all members. Also list the ASTM alloy designation and strength of each aluminum member on the shop drawings.

**ADDITIONAL SPECIAL PROVISION 7**

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





## **ADDITIONAL SPECIAL PROVISION 9**

### **Electronic Certified Payroll Submittal**

(1) Use the department's Civil Rights Compliance System (CRCS) to submit certified payrolls electronically. Details are available online through the department's highway construction contractor information (HCCI) site on the Labor, Wages, and EEO Information page at:

<http://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/default.aspx>

(2) Ensure that all tiers of subcontractors, as well as all trucking firms, submit their weekly certified payrolls electronically through CRCS. These payrolls 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 payrolls. 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 of forms DT-1816 and DT-1929 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 data from their computer system into CRCS should have their payroll coordinator contact Paul Ndon. Not every contractor's payroll system is capable of producing export files. For details, see pages 17-22 of the CRCS System Background Information manual available online on the Labor, Wages, and EEO Information page at:

<http://wisconsindot.gov/Documents/doing-bus/civil-rights/labornwage/crcs-payroll-manual.pdf>

## REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act 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. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

### ATTACHMENTS

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

### I. GENERAL

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

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

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

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

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

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

### II. NONDISCRIMINATION

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

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

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

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

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

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

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

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

b. The contractor will accept as its operating policy the following statement:

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

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

**6. Training and Promotion:**

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

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

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar

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

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

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

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or



will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## **2. Withholding**

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## **3. Payrolls and basic records**

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

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

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### **4. Apprentices and trainees**

##### **a. Apprentices (programs of the USDOL).**

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

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

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

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

##### **b. Trainees (programs of the USDOL).**

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

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

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

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

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

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

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

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

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

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.



## VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

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

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

## VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

## **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

## **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

### **1. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\* \* \* \* \*

## **2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

### **2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

## **Non-discrimination Provisions**

**During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:**

**1. Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

**2. Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

**3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

**4. Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

**5. Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until the contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.



**6. Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

**During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:**

**Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).



SEPTEMBER 2002

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE  
EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)**

1. The Offeror's or Bidder's attention is called to the "Employment Practices" and "Equal Opportunity Clause" set forth in the Required Contract Provisions, FHWA 1273.
2. The goals and timetables for minority and female participation expressed in percentage terms for the contractor's aggregate work force in each trade, on all construction work in the covered area, are as follows:

**Goals for Minority Participation for Each Trade:**

<u>County</u>	<u>%</u>	<u>County</u>	<u>%</u>	<u>County</u>	<u>%</u>
Adams	1.7	Iowa	1.7	Polk	2.2
Ashland	1.2	Iron	1.2	Portage	0.6
Barron	0.6	Jackson	0.6	Price	0.6
Bayfield	1.2	Jefferson	7.0	Racine	8.4
Brown	1.3	Juneau	0.6	Richland	1.7
Buffalo	0.6	Kenosha	3.0	Rock	3.1
Burnett	2.2	Kewaunee	1.0	Rusk	0.6
Calumet	0.9	La Crosse	0.9	St. Croix	2.9
Chippewa	0.5	Lafayette	0.5	Sauk	1.7
Clark	0.6	Langlade	0.6	Sawyer	0.6
Columbia	1.7	Lincoln	0.6	Shawano	1.0
Crawford	0.5	Manitowoc	1.0	Sheboygan	7.0
Dane	2.2	Marathon	0.6	Taylor	0.6
Dodge	7.0	Marinette	1.0	Trempealeau	0.6
Door	1.0	Marquette	1.7	Vernon	0.6
Douglas	1.0	Menominee	1.0	Vilas	0.6
Dunn	0.6	Milwaukee	8.0	Walworth	7.0
Eau Claire	0.5	Monroe	0.6	Washburn	0.6
Florence	1.0	Oconto	1.0	Washington	8.0
Fond du Lac	1.0	Oneida	0.6	Waukesha	8.0
Forest	1.0	Outagamie	0.9	Waupaca	1.0
Grant	0.5	Ozaukee	8.0	Waushara	1.0
Green	1.7	Pepin	0.6	Winnebago	0.9
Green Lake	1.0	Pierce	2.2	Wood	0.6

**Goals for female participation for each trade: 6.9%**

These goals are applicable to all the contractor's construction work, (whether or not it is federal or federally assisted), performed in the covered area. If the contractor performs construction work in the geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The contractor's compliance with the Executive Order and the Regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order and the Regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000.00 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

As referred to in this section, the Director means:

Director  
Office of Federal Contract Compliance Programs  
Ruess Federal Plaza  
310 W. Wisconsin Ave., Suite 1115  
Milwaukee, WI 53202

The "Employer Identification Number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

4. As used in this notice, and in the contract resulting from solicitation, the "covered area" is the county(ies) in Wisconsin to which this proposal applies.

**APRIL 2013**

**ADDITIONAL FEDERAL-AID PROVISIONS**

**NOTICE TO ALL BIDDERS**

To report bid rigging activities call:

**1-800-424-9071**

The U.S. Department of Transportation (DOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Time. Anyone with knowledge of possible bid rigging, bidding collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

**Effective August 2015 letting**

### **BUY AMERICA PROVISION**

All steel and iron materials permanently incorporated in this project shall be domestic products and all manufacturing and coating processes for these materials from smelting forward in the manufacturing process must have occurred within the United States. Coating includes epoxy coating, galvanizing, painting and any other coating that protects or enhances the value of a material subject to the requirements of Buy America. The exemption of this requirement is the minimal use of foreign materials if the total cost of such material permanently incorporated in the product does not exceed one-tenth of one percent (1/10 of 1%) of the total contract cost or \$2,500.00, whichever is greater. For purposes of this paragraph, the cost is that shown to be the value of the subject products as they are delivered to the project. The contractor shall take actions and provide documentation conforming to CMM 2-28.5 to ensure compliance with this "Buy America" provision.

<http://wisconsindot.gov/rdwy/cmm/cm-02-28.pdf>

Upon completion of the project certify to the engineer, in writing using department form WS4567, that all steel, iron, and coating processes for steel or iron incorporated into the contract work conform to these "Buy America" provisions. Attach a list of exemptions and their associated costs to the certification form. Department form WS4567 is available at:

<http://wisconsindot.gov/hcciDocs/contracting-info/ws4567.doc>

## 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**

- I.** Prevailing Wage Rates, Hours of Labor, and Payment of Wages
- II.** Payroll Requirements
- III.** Postings at the Site of the Work
- IV.** Wage Rate Distribution
- V.** Additional Classifications

**I. PREVAILING WAGE RATES, HOURS OF LABOR AND PAYMENT OF  
WAGES**

The U.S. Department of Labor (Davis-Bacon Minimum Wage Rates) attached hereto and made a part hereof furnishes the prevailing wage rates pursuant to Section 84.062 of the Wisconsin Statutes. These wage rates are the minimum required to be paid to the laborers, workers, mechanics and truck drivers employed by contractors and subcontractors on the construction work embraced by the contract and subject to prevailing hours and wages under Section 84.062, Stats. Apprentices shall be paid at rates not less than those prescribed in their apprenticeship contract.

While the wage rates shown are the minimum rates required by the contract to be paid during its life, 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 shall be allowed or authorized on account of the payment of wage rates in excess of those listed herein.

Pursuant to Section 16.856 of the Wisconsin Statutes, the prevailing hours of labor have been determined to be up to 10 hours per day and 40 hours per calendar week Monday through Friday. If any laborer, worker, mechanic or truck driver is permitted or required to work more than the prevailing number of hours per day or per calendar week on this contract, they shall be paid for all hours in excess of the prevailing hours at a rate of at least one and one-half (1 1/2) times their hourly base rate of pay. All work on Saturday, Sunday and the following holidays is to be paid at time and a half:

January 1

Last Monday in May

July 4

First Monday in September

Fourth Thursday in November

December 25

The day before if January 1, July 4 or December 25 falls on a Saturday, and

The day following if January 1, July 4 or December 25 falls on a Sunday.

All laborers, workers, mechanics and truck drivers shall be paid unconditionally not less often than once a week. Persons who own and operate their own trucks must receive the prevailing truck driver rate for the applicable type of truck (i.e. 2 axle, 3 or more axle, articulated, euclid or dumptor) he or she operates, plus an agreed upon amount for the use of his or her truck. Every owner-operator **MUST** be paid separately for their driving and for the use of their truck.

## **II. PAYROLL REQUIREMENTS**

All contractors and subcontractors must submit weekly Certified Payrolls and Compliance Statement verifying that all laborers, workers, mechanics and truck drivers working on the project have been paid the prevailing wage rates for all work performed under the contract required by Section 84.062 of the Wisconsin Statutes.

## **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. "NOTICE TO EMPLOYEES," which provides information required to be posted by the provisions of Section 84.062 of the Wisconsin Statutes.
- b. A copy of the U.S. Department of Labor (Davis-Bacon, Minimum Wage Rates).
- c. 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. WAGE RATE REDISTRIBUTION**

A contractor or subcontractor performing work subject to a Davis-Bacon wage determination may discharge its minimum wage obligations for the payment of both straight time wages and fringe benefits by (1) paying both in cash, (2) making payments or incurring costs for bona fide fringe benefits, or (3) by a combination thereof. Thus, under the Davis-Bacon a contractor may offset an amount of monetary wages paid in excess of the minimum wage required under the determination to satisfy its fringe benefit obligations. *See* 40 USC 3142(d) and 29 CFR 5.31.

## **V. ADDITIONAL CLASSIFICATIONS**

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5(a)(1)(ii)). The 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:

- a. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- b. The classification is utilized in the area by the construction industry; and
- c. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.



General Decision Number: WI170008 02/24/2017 WI8

Superseded General Decision Number: WI20160008

State: Wisconsin

Construction Types: Heavy (Sewer and Water Line and Tunnel)

Counties: Wisconsin Statewide.

TUNNEL, SEWER & WATER LINE CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/06/2017
1	02/03/2017
2	02/10/2017
3	02/24/2017

BRWI0001-002 06/01/2016

CRAWFORD, JACKSON, JUNEAU, LA CROSSE, MONROE, TREMPLEAU, AND VERNON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 31.84	20.95
-----		
BRWI0002-002 06/01/2016		

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 37.04	19.70
-----		
BRWI0002-005 06/01/2016		

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...	\$ 35.07	20.51
-----		
BRWI0003-002 06/01/2016		

BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, AND OCONTO COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 32.22	20.57
-----		
BRWI0004-002 06/01/2016		

KENOSHA, RACINE, AND WALWORTH COUNTIES

	Rates	Fringes
--	-------	---------

BRICKLAYER.....	\$ 36.59	21.49
-----		
BRWI0006-002 06/01/2016		
ADAMS, CLARK, FOREST, LANGLADE, LINCOLN, MARATHON, MENOMINEE, ONEIDA, PORTAGE, PRICE, TAYLOR, VILAS AND WOOD COUNTIES		
	Rates	Fringes
BRICKLAYER.....	\$ 33.04	19.75
-----		
BRWI0007-002 06/01/2016		
GREEN, LAFAYETTE, AND ROCK COUNTIES		
	Rates	Fringes
BRICKLAYER.....	\$ 33.53	20.95
-----		
BRWI0008-002 06/01/2016		
MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES		
	Rates	Fringes
BRICKLAYER.....	\$ 36.98	20.62
-----		
BRWI0009-001 06/01/2016		
GREEN LAKE, MARQUETTE, OUTAGAMIE, SHAWANO, WAUPACA, WASHARA, AND WINNEBAGO COUNTIES		
	Rates	Fringes
BRICKLAYER.....	\$ 32.22	20.57
-----		
BRWI0011-002 06/01/2016		
CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES		
	Rates	Fringes
BRICKLAYER.....	\$ 32.22	20.57
-----		
BRWI0013-002 06/01/2015		
DANE, GRANT, IOWA, AND RICHLAND COUNTIES		
	Rates	Fringes
BRICKLAYER.....	\$ 32.86	17.22
-----		
BRWI0019-002 06/01/2016		
BARRON, BUFFALO, BURNETT, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN, PIERCE, POLK, RUSK, ST. CROIX, SAWYER AND WASHBURN COUNTIES		
	Rates	Fringes
BRICKLAYER.....	\$ 31.98	20.81
-----		
BRWI0021-002 06/01/2015		
DODGE AND JEFFERSON COUNTIES		
	Rates	Fringes
BRICKLAYER.....	\$ 33.58	16.65
-----		
BRWI0034-002 06/01/2015		
COLUMBIA AND SAUK COUNTIES		
	Rates	Fringes
BRICKLAYER.....	\$ 32.86	17.22
-----		
* CARP0087-001 05/01/2016		

BURNETT (W. of Hwy 48), PIERCE (W. of Hwy 29), POLK (W. of Hwys 35, 48 & 65), AND ST. CROIX (W. of Hwy 65) COUNTIES

	Rates	Fringes
Carpenter & Piledrivermen.....	\$ 36.85	18.39
-----		
CARP0252-002 06/01/2016		

ADAMS, BARRON, BAYFIELD (Eastern 2/3), BROWN, BUFFALO, BURNETT (E. of Hwy 48), CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DANE, DODGE, DOOR, DUNN, EAU CLAIRE, FLORENCE (except area bordering Michigan State Line), FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IOWA, IRON, JACKSON, JEFFERSON, JUNEAU, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE (except N.E. corner), MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE (E. of Hwys 29 & 65), POLK (E. of Hwys 35, 48 & 65), PORTAGE, PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST CROIX (E. of Hwy 65), TAYLOR, TREMPLEAU, VERNON, VILAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
CARPENTER		
CARPENTER.....	\$ 33.56	18.00
MILLWRIGHT.....	\$ 35.08	18.35
PILEDRIIVER.....	\$ 34.12	18.00
-----		
CARP0252-010 06/01/2016		

ASHLAND COUNTY

	Rates	Fringes
Carpenters		
Carpenter.....	\$ 33.56	18.00
Millwright.....	\$ 35.08	18.35
Pile Driver.....	\$ 34.12	18.00
-----		
CARP0264-003 06/01/2008		

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WAUKESHA, AND WASHINGTON COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 30.52	14.41
-----		
CARP0361-004 05/01/2016		

BAYFIELD (West of Hwy 63) AND DOUGLAS COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 34.57	18.16
-----		
CARP2337-001 06/01/2008		

ZONE A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON

ZONE B: KENOSHA & RACINE

	Rates	Fringes
PILEDRIIVERMAN		
Zone A.....	\$ 27.25	19.46
Zone B.....	\$ 24.47	19.46
-----		
CARP2337-003 06/02/2008		

	Rates	Fringes
MILLWRIGHT		
Zone A.....	\$ 27.92	19.08

Zone B.....\$ 26.82 19.08

ZONE DEFINITIONS

ZONE A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON COUNTIES

ZONE B: KENOSHA & RACINE COUNTIES

-----  
ELEC0014-002 05/30/2016

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:.....	\$ 32.00	19.28

-----  
ELEC0127-002 06/01/2016

KENOSHA COUNTY

	Rates	Fringes
Electricians:.....	\$ 37.71	30%+10.02

-----  
ELEC0158-002 05/30/2016

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
Electricians:.....	\$ 30.50	29.50% + 9.57

-----  
ELEC0159-003 05/30/2016

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
Electricians:.....	\$ 36.50	20.39

-----  
ELEC0219-004 06/01/2015

FLORENCE COUNTY (Townships of Aurora, Commonwealth, Fern,  
Florence and Homestead) AND MARINETTE COUNTY (Township of  
Niagara)

	Rates	Fringes
Electricians:		
Electrical contracts over \$180,000.....	\$ 31.16	18.34
Electrical contracts under \$180,000.....	\$ 28.96	18.26

-----  
ELEC0242-005 05/29/2016

DOUGLAS COUNTY

	Rates	Fringes
Electricians:.....	\$ 34.92	25.05

-----  
ELEC0388-002 06/01/2013

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:.....	\$ 28.96	24.85% + 9.70
-----		
ELEC0430-002 06/01/2016		

RACINE COUNTY (Except Burlington Township)

	Rates	Fringes
Electricians:.....	\$ 36.07	21.84
-----		
ELEC0494-005 06/01/2016		

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Electricians:.....	\$ 36.01	24.00
-----		
ELEC0494-006 06/01/2014		

CALUMET (Township of New Holstein), DODGE (East of Hwy 26 including Chester Township), FOND DU LAC, MANITOWOC (Schleswig), and SHEBOYGAN COUNTIES

	Rates	Fringes
Electricians:.....	\$ 29.64	20.54
-----		
ELEC0577-003 05/30/2016		

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:.....	\$ 30.68	17.28
-----		
ELEC0890-003 06/01/2016		

DODGE (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE, RACINE (Burlington Township), ROCK AND WALWORTH COUNTIES

	Rates	Fringes
Electricians:.....	\$ 32.45	26.10% + \$10.56
-----		
ENGI0139-003 06/01/2016		

REMAINING COUNTIES

	Rates	Fringes
Power Equipment Operator		
Group 1.....	\$ 38.72	20.60
Group 2.....	\$ 37.47	20.60
Group 3.....	\$ 36.27	20.60
Group 4.....	\$ 35.74	20.60
Group 5.....	\$ 33.67	20.60
Group 6.....	\$ 33.04	20.60

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

-----  
ENGI0139-007 06/06/2016

DODGE, FOND DU LAC, JEFFERSON, KENOSHA, MILWAUKEE, OZAUKEE, RACINE, SHEBOYGAN, WALWORTH, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Power Equipment Operator		
Group 1.....	\$ 39.19	21.05
Group 2.....	\$ 38.41	21.05
Group 3.....	\$ 37.46	21.05
Group 4.....	\$ 36.41	21.05
Group 5.....	\$ 35.01	21.05

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).

IRON0008-002 06/01/2016

BROWN, CALUMET, DOOR, FOND DU LAC, KEWAUNEE, MANITOWOC, MARINETTE, OCONTO, OUTAGAMI, SHAWANO, SHEBOYGAN, AND WINNEBAGO COUNTIES:

	Rates	Fringes
IRONWORKER.....	\$ 30.86	25.42

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

IRON0008-003 06/01/2016

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WALWORTH (N.E. 2/3),  
WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 33.15	25.42
Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.		

-----  
IRON0383-001 06/01/2015

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.....	\$ 32.85	21.84
-----		
IRON0498-005 06/01/2008		

GREEN (S.E. 1/3), ROCK (South of Edgerton and Milton), and WALWORTH (S.W. 1/3) COUNTIES:

	Rates	Fringes
IRONWORKER.....	\$ 34.34	25.72
-----		
IRON0512-008 05/01/2015		

BARRON, BUFFALO, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, JACKSON, PEPIN, PIERCE, POLK, RUSK, ST CROIX, TAYLOR, AND TREMPLEAU COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 35.50	23.45
-----		
IRON0512-021 05/01/2015		

ASHLAND, BAYFIELD, BURNETT, DOUGLAS, IRON, LINCOLN, ONEIDA, PRICE, SAWYER, VILAS AND WASHBURN COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 31.04	23.45
-----		
LABO0113-004 06/01/2016		

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Laborers: (Open Cut)		
Group 1.....	\$ 14.76	19.24
Group 2.....	\$ 17.03	19.24
Group 3.....	\$ 20.57	19.24
Group 4.....	\$ 29.94	19.24
Group 5.....	\$ 30.08	19.24
Group 6.....	\$ 30.14	19.24
Group 7.....	\$ 32.35	19.24
Group 8.....	\$ 35.17	19.24
Group 9.....	\$ 35.81	19.24

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

-----  
LABO0113-005 06/01/2016

SEWER, TUNNEL & UNDERGROUND

KENOSHA AND RACINE COUNTIES

	Rates	Fringes
Laborers:		
Group 1.....	\$ 21.43	19.24
Group 2.....	\$ 27.36	19.24
Group 3.....	\$ 29.92	19.24
Group 4.....	\$ 31.69	19.24

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

-----  
LABO0113-008 06/01/2016

MILWAUKEE, OZAUKEE, WASHINGTON & WAUKESHA COUNTIES

	Rates	Fringes
Laborers: (Tunnel-Free Air)		
Group 1.....	\$ 20.57	19.24
Group 2.....	\$ 30.08	19.24
Group 3.....	\$ 30.14	19.24
Group 4.....	\$ 32.35	19.24
Group 5.....	\$ 32.49	19.24
Group 6.....	\$ 35.17	19.24
Group 7.....	\$ 35.81	19.24

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

-----  
\* LABO0113-009 06/01/2016

MILWAUKEE, OZAUKEE, WASHINGTON & WAUKESHA COUNTIES

	Rates	Fringes
Laborers: (Tunnel -		
*COMPRESSED AIR 0 - 15 lbs.)		
Group 1.....	\$ 20.57	19.25
Group 2.....	\$ 30.08	19.25
Group 3.....	\$ 32.89	19.25
Group 4.....	\$ 33.69	19.25
Group 5.....	\$ 33.81	19.25
Group 6.....	\$ 36.51	19.25
Group 7.....	\$ 37.13	19.25

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; Pipelayer 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.

-----  
LABO0140-005 06/06/2016

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.....	\$ 25.33	16.55
Group 2.....	\$ 27.18	16.55
Group 3.....	\$ 27.38	16.55
Group 4.....	\$ 28.13	16.55

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

-----  
LABO0464-002 06/06/2016

DANE AND DOUGLAS COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 25.23	16.55
Group 2.....	\$ 27.43	16.55
Group 3.....	\$ 27.63	16.55
Group 4.....	\$ 28.38	16.55

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

-----  
LABO1091-010 06/01/2016

BAYFIELD, BURNETT, IRON, SAWYER, AND WASHBURN COUNTIES

	Rates	Fringes
Laborers: (SEWER & WATER)		
Group 1.....	\$ 25.02	16.55
Group 2.....	\$ 27.08	16.55
Group 3.....	\$ 27.28	16.55
Group 4.....	\$ 28.03	16.55

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 06/01/2016

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
Area 1.....	\$ 39.46	17.17
Area 2 (BAC).....	\$ 35.07	19.75
Area 3.....	\$ 35.61	19.40
Area 4.....	\$ 34.70	20.51
Area 5.....	\$ 36.27	18.73
Area 6.....	\$ 32.02	22.99

AREA DESCRIPTIONS

AREA 1: BAYFIELD, DOUGLAS, PRICE, SAWYER, AND WASHBURN  
COUNTIES

AREA 2: ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET,  
CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE,  
FOND DU LAC, FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE,  
LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE,  
MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK,  
PORTAGE, RUSK, ST CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR,  
VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD  
COUNTIES

AREA 3: BUFFALO, CRAWFORD, EAU CLAIRE, JACKSON, JUNEAU, LA  
CROSSE MONROE, PEPIN, PIERCE, RICHLAND, TREMPLEAU, AND  
VERNON COUNTIES

AREA 4: MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

AREA 5: DANE, GRANT, GREEN, IOWA, LAFAYETTE, AND ROCK  
COUNTIES

AREA 6: KENOSHA AND RACINE COUNTIES

-----  
TEAM0039-001 06/01/2016

	Rates	Fringes
TRUCK DRIVER		
1 & 2 Axles.....	\$ 26.63	19.85
3 or more Axles; Euclids Dumptor & Articulated, Truck Mechanic.....	\$ 26.78	19.85
-----		
WELL DRILLER.....	\$ 16.52	3.70
-----		

WELDERS - Receive rate prescribed for craft performing  
operation to which welding is incidental.

=====

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within

the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

-----

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

-----

#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can

be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

General Decision Number: WI170010 02/24/2017 WI10

Superseded General Decision Number: WI20160010

State: Wisconsin

Construction Type: Highway

Counties: Wisconsin Statewide.

HIGHWAY, AIRPORT RUNWAY & TAXIWAY CONSTRUCTION PROJECTS (does not include bridges over navigable waters; tunnels; buildings in highway rest areas; and railroad construction)

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/06/2017
1	02/03/2017
2	02/10/2017
3	02/24/2017

BRWI0001-002 06/01/2016

CRAWFORD, JACKSON, JUNEAU, LA CROSSE, MONROE, TREMPLEAU, AND VERNON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 31.84	20.95

---

BRWI0002-002 06/01/2016

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 37.04	19.70

---

BRWI0002-005 06/01/2016

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...	\$ 35.07	20.51

---

BRWI0003-002 06/01/2016

BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, AND OCONTO COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 32.22	20.57

---

BRWI0004-002 06/01/2016

KENOSHA, RACINE, AND WALWORTH COUNTIES

Rates	Fringes
-------	---------

BRICKLAYER.....	\$ 36.59	21.49
-----		
BRWI0006-002 06/01/2016		
ADAMS, CLARK, FOREST, LANGLADE, LINCOLN, MARATHON, MENOMINEE, ONEIDA, PORTAGE, PRICE, TAYLOR, VILAS AND WOOD COUNTIES		
	Rates	Fringes
BRICKLAYER.....	\$ 33.04	19.75
-----		
BRWI0007-002 06/01/2016		
GREEN, LAFAYETTE, AND ROCK COUNTIES		
	Rates	Fringes
BRICKLAYER.....	\$ 33.53	20.95
-----		
BRWI0008-002 06/01/2016		
MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES		
	Rates	Fringes
BRICKLAYER.....	\$ 36.98	20.62
-----		
BRWI0011-002 06/01/2016		
CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES		
	Rates	Fringes
BRICKLAYER.....	\$ 32.22	20.57
-----		
BRWI0019-002 06/01/2016		
BARRON, BUFFALO, BURNETT, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN, PIERCE, POLK, RUSK, ST. CROIX, SAWYER AND WASHBURN COUNTIES		
	Rates	Fringes
BRICKLAYER.....	\$ 31.98	20.81
-----		
BRWI0034-002 06/01/2015		
COLUMBIA AND SAUK COUNTIES		
	Rates	Fringes
BRICKLAYER.....	\$ 32.86	17.22
-----		
* CARP0087-001 05/01/2016		
BURNETT (W. of Hwy 48), PIERCE (W. of Hwy 29), POLK (W. of Hwys 35, 48 & 65), AND ST. CROIX (W. of Hwy 65) COUNTIES		
	Rates	Fringes
Carpenter & Piledrivermen.....	\$ 36.85	18.39
-----		
CARP0252-002 06/01/2016		
ADAMS, BARRON, BAYFIELD (Eastern 2/3), BROWN, BUFFALO, BURNETT (E. of Hwy 48), CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DANE, DODGE, DOOR, DUNN, EAU CLAIRE, FLORENCE (except area bordering Michigan State Line), FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IOWA, IRON, JACKSON, JEFFERSON, JUNEAU, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE (except N.E. corner), MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE (E. of Hwys 29 & 65), POLK (E. of Hwys 35, 48 & 65), PORTAGE, PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST CROIX (E. of Hwy 65), TAYLOR, TREMPPEALEAU, VERNON, VILAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES		



	Rates	Fringes
CARPENTER		
CARPENTER.....	\$ 33.56	18.00
MILLWRIGHT.....	\$ 35.08	18.35
PILEDRIIVER.....	\$ 34.12	18.00

-----  
 CARP0252-010 06/01/2016

ASHLAND COUNTY

	Rates	Fringes
Carpenters		
Carpenter.....	\$ 33.56	18.00
Millwright.....	\$ 35.08	18.35
Pile Driver.....	\$ 34.12	18.00

-----  
 CARP0264-003 06/01/2008

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WAUKESHA, AND WASHINGTON COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 30.52	14.41

-----  
 CARP0361-004 05/01/2016

BAYFIELD (West of Hwy 63) AND DOUGLAS COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 34.57	18.16

-----  
 CARP2337-001 06/01/2008

ZONE A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON

ZONE B: KENOSHA & RACINE

	Rates	Fringes
PILEDRIVERMAN		
Zone A.....	\$ 27.25	19.46
Zone B.....	\$ 24.47	19.46

-----  
 ELEC0014-002 05/30/2016

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, TREMPPEALEAU, VERNON, AND WASHBURN COUNTIES

	Rates	Fringes
Electricians:.....	\$ 32.00	19.28

-----  
 ELEC0014-007 05/30/2016

REMAINING COUNTIES

	Rates	Fringes
Teledata System Installer		
Installer/Technician.....	\$ 24.35	13.15

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 06/01/2016

KENOSHA COUNTY

	Rates	Fringes
Electricians:.....	\$ 37.71	30%+10.02

-----

ELEC0158-002 05/30/2016

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
Electricians:.....	\$ 30.50	29.50% + 9.57

-----

ELEC0159-003 05/30/2016

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
Electricians:.....	\$ 36.50	20.39

-----

ELEC0219-004 06/01/2015

FLORENCE COUNTY (Townships of Aurora, Commonwealth, Fern,  
Florence and Homestead) AND MARINETTE COUNTY (Township of  
Niagara)

	Rates	Fringes
Electricians:		
Electrical contracts over \$180,000.....	\$ 31.16	18.34
Electrical contracts under \$180,000.....	\$ 28.96	18.26

-----

ELEC0242-005 05/29/2016

DOUGLAS COUNTY

	Rates	Fringes
Electricians:.....	\$ 34.92	25.05

-----

ELEC0388-002 06/01/2013

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:.....	\$ 28.96	24.85% + 9.70

-----

ELEC0430-002 06/01/2016

RACINE COUNTY (Except Burlington Township)

	Rates	Fringes
Electricians:.....	\$ 36.07	21.84

-----

ELEC0494-005 06/01/2016

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Electricians:.....	\$ 36.01	24.00
-----		
ELEC0494-006 06/01/2014		

CALUMET (Township of New Holstein), DODGE (East of Hwy 26 including Chester Township), FOND DU LAC, MANITOWOC (Schleswig), and SHEBOYGAN COUNTIES

	Rates	Fringes
Electricians:.....	\$ 29.64	20.54
-----		
ELEC0494-013 06/01/2015		

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.....	\$ 16.47	14.84
Technician.....	\$ 26.00	17.70

Installation, testing, maintenance, operation and servicing of all sound, intercom, telephone interconnect, closed circuit TV systems, radio systems, background music systems, language laboratories, electronic carillon, antenna distribution systems, clock and program systems and low-voltage systems such as visual nurse call, audio/visual nurse call systems, doctors entrance register systems. Includes all wire and cable carrying audio, visual, data, light and radio frequency signals. Includes the installation of conduit, wiremold, or raceways in existing structures that have been occupied for six months or more where required for the protection of the wire or cable, but does not mean a complete conduit or raceway system. work covered does not include the installation of conduit, wiremold or any raceways in any new construction, or the installation of power supply outlets by means of which external electric power is supplied to any of the foregoing equipment or products

-----  
ELEC0577-003 05/30/2016

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:.....	\$ 30.68	17.28
-----		
ELEC0890-003 06/01/2016		

DODGE (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE, RACINE (Burlington Township), ROCK AND WALWORTH COUNTIES

	Rates	Fringes
Electricians:.....	\$ 32.45	26.10% + \$10.56
-----		
ELEC0953-001 07/01/2015		

	Rates	Fringes
Line Construction:		
(1) Lineman.....	\$ 42.14	32% + 5.00
(2) Heavy Equipment		

Operator.....	\$ 40.03	32% + 5.00
(3) Equipment Operator.....	\$ 33.71	32% + 5.00
(4) Heavy Groundman Driver..	\$ 26.78	14.11
(5) Light Groundman Driver..	\$ 24.86	13.45
(6) Groundsman.....	\$ 23.18	32% + 5.00

-----  
 ENGI0139-005 06/01/2016

	Rates	Fringes
Power Equipment Operator		
Group 1.....	\$ 39.27	21.80
Group 2.....	\$ 38.77	21.80
Group 3.....	\$ 38.27	21.80
Group 4.....	\$ 38.01	21.80
Group 5.....	\$ 37.72	21.80
Group 6.....	\$ 31.82	21.80

#### HAZARDOUS WASTE PREMIUMS:

EPA Level "A" protection - \$3.00 per hour  
 EPA Level "B" protection - \$2.00 per hour  
 EPA Level "C" protection - \$1.00 per hour

#### POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, tower cranes, and derricks with or without attachments with a lifting capacity of over 100 tons; or cranes, tower cranes, and derricks with boom, leads and/or jib lengths measuring 176 feet or longer.

GROUP 2: Cranes, tower cranes and derricks with or without attachments with a lifting capacity of 100 tons or less; or cranes, tower cranes, and derricks with boom, leads, and/or jibs lengths measuring 175 feet or under and Backhoes (excavators) weighing 130,000 lbs and over; caisson rigs; pile driver; dredge operator; dredge engineer; Boat Pilot.

GROUP 3: Mechanic or welder - Heavy duty equipment; cranes with a lifting capacity of 25 tons or under; concrete breaker (manual or remote); vibratory/sonic concrete breaker; concrete laser screed; concrete slipform paver; concrete batch plant operator; concrete pvt. spreader - heavy duty (rubber tired); concrete spreader & distributor; automatic subgrader (concrete); concrete grinder & planing machine; concrete slipform curb & gutter machine; slipform concrete placer; tube finisher; hydro blaster (10,000 psi & over); bridge paver; concrete conveyor system; concrete pump; Rotec type Conveyor; stabilizing mixer (self-propelled); shoulder widener; asphalt plant engineer; bituminous paver; bump cutter & grooving machine; milling machine; screed (bituminous paver); asphalt heater, planer & scarifier; Backhoes (excavators) weighing under 130,000 lbs; grader or motor patrol; tractor (scraper, dozer, pusher, loader); scraper - rubber tired (single or twin engine); endloader; hydraulic backhoe (tractor type); trenching machine; skid rigs; tractor, side boom (heavy); drilling or boring machine (mechanical heavy); roller over 5 tons; percussion or rotary drilling machine; air track; blaster; loading machine (conveyor); tugger; boatmen; winches & A-frames; post driver; material hoist.

GROUP 4: Greaser, roller steel (5 tons or less); roller (pneumatic tired) - self propelled; tractor (mounted or towed compactors & light equipment); shouldering machine; self-propelled chip spreader; concrete spreader; finishing machine; mechanical float; curing machine; power subgrader; joint sawer (multiple blade) belting machine; burlap machine; texturing machine; tractor endloader (rubber tired) - light; jeep digger; forklift; mulcher; launch operator; fireman, environmental burner

GROUP 5: Air compressor; power pack; vibrator hammer and extractor; heavy equipment, leadman; tank car heaters; stump chipper; curb machine operator; Concrete proportioning plants; generators; mudjack operator; rock breaker; crusher or screening plant; screed (milling machine); automatic belt conveyor and surge bin; pug mill operator; Oiler, pump (over 3 inches); Drilling Machine Tender.

GROUP 6: Off-road material hauler with or without ejector.

-----  
IRON0008-002 06/01/2016

BROWN, CALUMET, DOOR, FOND DU LAC, KEWAUNEE, MANITOWOC,  
MARINETTE, OCONTO, OUTAGAMI, SHAWANO, SHEBOYGAN, AND WINNEBAGO  
COUNTIES:

	Rates	Fringes
IRONWORKER.....	\$ 30.86	25.42
Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.		

-----

IRON0008-003 06/01/2016

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WALWORTH (N.E. 2/3),  
WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 33.15	25.42
Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.		

-----

IRON0383-001 06/01/2015

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.....	\$ 32.85	21.84

-----

IRON0498-005 06/01/2008

GREEN (S.E. 1/3), ROCK (South of Edgerton and Milton), and  
WALWORTH (S.W. 1/3) COUNTIES:

	Rates	Fringes
IRONWORKER.....	\$ 34.34	25.72

-----

IRON0512-008 05/01/2015

BARRON, BUFFALO, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, JACKSON,  
PEPIN, PIERCE, POLK, RUSK, ST CROIX, TAYLOR, AND TREMPLEAU  
COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 35.50	23.45

-----

IRON0512-021 05/01/2015

ASHLAND, BAYFIELD, BURNETT, DOUGLAS, IRON, LINCOLN, ONEIDA,  
PRICE, SAWYER, VILAS AND WASHBURN COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 31.04	23.45

-----

LABO0113-002 06/01/2016

MILWAUKEE AND WAUKESHA COUNTIES

	Rates	Fringes
--	-------	---------

LABORER		
Group 1.....	\$ 27.51	20.35
Group 2.....	\$ 27.66	20.35
Group 3.....	\$ 27.86	20.35
Group 4.....	\$ 28.01	20.35
Group 5.....	\$ 28.16	20.35
Group 6.....	\$ 24.00	20.35

#### 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

-----  
LABO0113-003 06/01/2016

#### OZAUKEE AND WASHINGTON COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 26.76	20.35
Group 2.....	\$ 26.86	20.35
Group 3.....	\$ 26.91	20.35
Group 4.....	\$ 27.11	20.35
Group 5.....	\$ 26.96	20.35
Group 6.....	\$ 23.85	20.35

#### 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

-----  
LABO0113-011 06/01/2016

#### KENOSHA AND RACINE COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 26.57	20.35
Group 2.....	\$ 26.72	20.35

Group 3.....	\$ 26.92	20.35
Group 4.....	\$ 26.89	20.35
Group 5.....	\$ 27.22	20.35
Group 6.....	\$ 23.71	20.35

#### 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

-----  
LABO0140-002 06/01/2016

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.....	\$ 30.67	16.55
Group 2.....	\$ 30.77	16.55
Group 3.....	\$ 30.82	16.55
Group 4.....	\$ 31.02	16.55
Group 5.....	\$ 30.87	16.55
Group 6.....	\$ 27.30	16.55

#### 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

-----  
LABO0464-003 06/01/2016

## DANE COUNTY

	Rates	Fringes
LABORER		
Group 1.....	\$ 30.95	16.41
Group 2.....	\$ 31.05	16.41
Group 3.....	\$ 31.10	16.41
Group 4.....	\$ 31.30	16.41
Group 5.....	\$ 31.15	16.41
Group 6.....	\$ 27.30	16.41

## LABORERS CLASSIFICATIONS:

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; Powderman

GROUP 6: Flagperson and Traffic Control Person

-----  
PAIN0106-008 05/02/2016

## ASHLAND, BAYFIELD, BURNETT, AND DOUGLAS COUNTIES

	Rates	Fringes
Painters:		
New:		
Brush, Roller.....	\$ 29.86	16.35
Spray, Sandblast, Steel....	\$ 30.46	16.35
Repaint:		
Brush, Roller.....	\$ 28.36	16.35
Spray, Sandblast, Steel....	\$ 28.96	16.35

-----  
PAIN0108-002 06/01/2016

## RACINE COUNTY

	Rates	Fringes
Painters:		
Brush, Roller.....	\$ 32.74	18.70
Spray & Sandblast.....	\$ 33.74	18.70

-----  
PAIN0259-002 05/01/2008

## BARRON, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN, PIERCE, POLK, RUSK, SAWYER, ST. CROIX, AND WASHBURN COUNTIES

	Rates	Fringes
PAINTER.....	\$ 24.11	12.15

-----  
PAIN0259-004 05/01/2015

## BUFFALO, CRAWFORD, JACKSON, LA CROSSE, MONROE, TREMPLEAU, AND VERNON COUNTIES

	Rates	Fringes
PAINTER.....	\$ 22.03	12.45

-----



PAIN0781-002 06/01/2016

JEFFERSON, MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Painters:		
Bridge.....	\$ 30.42	22.19
Brush.....	\$ 30.07	22.19
Spray & Sandblast.....	\$ 30.82	22.19

-----  
PAIN0802-002 06/01/2016

COLUMBIA, DANE, DODGE, GRANT, GREEN, IOWA, LAFAYETTE, RICHLAND,  
ROCK, AND SAUK COUNTIES

	Rates	Fringes
PAINTER		
Brush.....	\$ 27.50	17.72

PREMIUM PAY:  
Structural Steel, Spray, Bridges = \$1.00 additional per  
hour.

-----  
PAIN0802-003 06/01/2016

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.....	\$ 24.39	11.72

-----  
PAIN0934-001 06/01/2016

KENOSHA AND WALWORTH COUNTIES

	Rates	Fringes
Painters:		
Brush.....	\$ 32.74	18.70
Spray.....	\$ 33.74	18.70
Structural Steel.....	\$ 32.89	18.70

-----  
PAIN1011-002 06/01/2016

FLORENCE COUNTY

	Rates	Fringes
Painters:.....	\$ 24.56	11.93

-----  
PLAS0599-010 06/01/2016

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
Area 1.....	\$ 39.46	17.17
Area 2 (BAC).....	\$ 35.07	19.75
Area 3.....	\$ 35.61	19.40
Area 4.....	\$ 34.70	20.51
Area 5.....	\$ 36.27	18.73
Area 6.....	\$ 32.02	22.99

AREA DESCRIPTIONS

AREA 1: BAYFIELD, DOUGLAS, PRICE, SAWYER, AND WASHBURN  
COUNTIES

AREA 2: ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET,  
CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE,  
FOND DU LAC, FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE,  
LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE,  
MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK,

PORTAGE, RUSK, ST CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

AREA 3: BUFFALO, CRAWFORD, EAU CLAIRE, JACKSON, JUNEAU, LA CROSSE MONROE, PEPIN, PIERCE, RICHLAND, TREMPLEAU, AND VERNON COUNTIES

AREA 4: MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

AREA 5: DANE, GRANT, GREEN, IOWA, LAFAYETTE, AND ROCK COUNTIES

AREA 6: KENOSHA AND RACINE COUNTIES

-----  
TEAM0039-001 06/01/2016

	Rates	Fringes
TRUCK DRIVER		
1 & 2 Axles.....	\$ 26.63	19.85
3 or more Axles; Euclids Dumptor & Articulated, Truck Mechanic.....	\$ 26.78	19.85
-----		
WELL DRILLER.....	\$ 16.52	3.70
-----		

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

=====

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

-----

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number

where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

---

#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an

interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

**FEBRUARY 1999**

**NOTICE TO BIDDERS  
WAGE RATE DECISION**

The wage rate decision of the Secretary of Labor which has been incorporated in these advertised specifications is incomplete in that the classifications may be omitted from the Secretary 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. The higher of state or federal rate will apply.





## Proposal Schedule of Items

Page 1 of 14

Proposal ID: 20170411015 Project(s): 2025-01-72, 2585-00-70, 2595-08-70

Federal ID(s): N/A, WISC 2017166, WISC 2017165

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0010	201.0120 Clearing	598.000 ID	_____.	_____.
0020	201.0220 Grubbing	598.000 ID	_____.	_____.
0030	204.0100 Removing Pavement	42,977.000 SY	_____.	_____.
0040	204.0115 Removing Asphaltic Surface Butt Joints	920.000 SY	_____.	_____.
0050	204.0150 Removing Curb & Gutter	320.000 LF	_____.	_____.
0060	204.0155 Removing Concrete Sidewalk	4,551.000 SY	_____.	_____.
0070	204.0195 Removing Concrete Bases	35.000 EACH	_____.	_____.
0080	204.0220 Removing Inlets	71.000 EACH	_____.	_____.
0090	204.0245 Removing Storm Sewer (size) 01. 8-Inch Pipe	2,153.000 LF	_____.	_____.
0100	204.0245 Removing Storm Sewer (size) 02. 12-Inch Pipe	44.000 LF	_____.	_____.
0110	205.0100 Excavation Common	39,891.000 CY	_____.	_____.
0120	205.0501.S Excavation, Hauling, and Disposal of Petroleum Contaminated Soil	371.000 TON	_____.	_____.
0130	213.0100 Finishing Roadway (project) 01. 2025-01-72	1.000 EACH	_____.	_____.
0140	213.0100 Finishing Roadway (project) 02. 2585-00-70	1.000 EACH	_____.	_____.
0150	213.0100 Finishing Roadway (project) 03. 2595-08-70	1.000 EACH	_____.	_____.



## Proposal Schedule of Items

Page 2 of 14

Proposal ID: 20170411015 Project(s): 2025-01-72, 2585-00-70, 2595-08-70

Federal ID(s): N/A, WISC 2017166, WISC 2017165

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0160	305.0120 Base Aggregate Dense 1 1/4-Inch	40,142.000 TON	_____.	_____.
0170	320.0125 Concrete Base 6-Inch	120.000 SY	_____.	_____.
0180	405.0100 Coloring Concrete WisDOT Red	1.630 CY	_____.	_____.
0190	405.1000 Stamping Colored Concrete	8.890 CY	_____.	_____.
0200	415.0070 Concrete Pavement 7-Inch	120.000 SY	_____.	_____.
0210	415.0080 Concrete Pavement 8-Inch	40,677.000 SY	_____.	_____.
0220	415.0210 Concrete Pavement Gaps	6.000 EACH	_____.	_____.
0230	416.0170 Concrete Driveway 7-Inch	600.000 SY	_____.	_____.
0240	416.0610 Drilled Tie Bars	90.000 EACH	_____.	_____.
0250	416.0620 Drilled Dowel Bars	30.000 EACH	_____.	_____.
0260	455.0605 Tack Coat	25.000 GAL	_____.	_____.
0270	460.2000 Incentive Density HMA Pavement	110.000 DOL	1.00000	110.00
0280	460.5224 HMA Pavement 4 LT 58-28 S	170.000 TON	_____.	_____.
0290	601.0331 Concrete Curb & Gutter 31-Inch	11,050.000 LF	_____.	_____.
0300	601.0600 Concrete Curb Pedestrian	170.000 LF	_____.	_____.
0310	602.0410 Concrete Sidewalk 5-Inch	43,327.000 SF	_____.	_____.





## Proposal Schedule of Items

Page 3 of 14

Proposal ID: 20170411015 Project(s): 2025-01-72, 2585-00-70, 2595-08-70  
Federal ID(s): N/A, WISC 2017166, WISC 2017165

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0320	602.0515 Curb Ramp Detectable Warning Field Natural Patina	500.000 SF	_____.	_____.
0330	608.0312 Storm Sewer Pipe Reinforced Concrete Class III 12-Inch	1,389.000 LF	_____.	_____.
0340	611.2004 Manholes 4-FT Diameter	19.000 EACH	_____.	_____.
0350	611.3225 Inlets 2x2.5-FT	10.000 EACH	_____.	_____.
0360	611.8110 Adjusting Manhole Covers	80.000 EACH	_____.	_____.
0370	611.9710 Salvaged Inlet Covers	5.000 EACH	_____.	_____.
0380	612.0108 Pipe Underdrain 8-Inch	34.000 LF	_____.	_____.
0390	612.0206 Pipe Underdrain Unperforated 6-Inch	253.000 LF	_____.	_____.
0400	612.0208 Pipe Underdrain Unperforated 8-Inch	5.000 LF	_____.	_____.
0410	616.0700.S Fence Safety	1,360.000 LF	_____.	_____.
0420	619.1000 Mobilization	1.000 EACH	_____.	_____.
0430	620.0300 Concrete Median Sloped Nose	1,700.000 SF	_____.	_____.
0440	621.0100 Landmark Reference Monuments	1.000 EACH	_____.	_____.
0450	623.0200 Dust Control Surface Treatment	40,700.000 SY	_____.	_____.
0460	625.0100 Topsoil	13,200.000 SY	_____.	_____.
0470	628.1905 Mobilizations Erosion Control	3.000 EACH	_____.	_____.



## Proposal Schedule of Items

Page 4 of 14

Proposal ID: 20170411015 Project(s): 2025-01-72, 2585-00-70, 2595-08-70  
Federal ID(s): N/A, WISC 2017166, WISC 2017165

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0480	628.1910 Mobilizations Emergency Erosion Control	3.000 EACH	_____.	_____.
0490	628.7005 Inlet Protection Type A	90.000 EACH	_____.	_____.
0500	628.7010 Inlet Protection Type B	19.000 EACH	_____.	_____.
0510	628.7015 Inlet Protection Type C	90.000 EACH	_____.	_____.
0520	629.0205 Fertilizer Type A	0.722 CWT	_____.	_____.
0530	629.0210 Fertilizer Type B	0.130 CWT	_____.	_____.
0540	631.1000 Sod Lawn	13,200.000 SY	_____.	_____.
0550	632.0101 Trees (species) (size) (root) 01. American Sweetgum 'Moraine' 3" Cal B&B	4.000 EACH	_____.	_____.
0560	632.0101 Trees (species) (size) (root) 02. Amur Corktree 3" Cal B&B	3.000 EACH	_____.	_____.
0570	632.0101 Trees (species) (size) (root) 03. Autumn Blaze Maple 3.5" Cal B&B	4.000 EACH	_____.	_____.
0580	632.0101 Trees (species) (size) (root) 04. Autumn Brilliance Servicebry 3" Cal B&B	3.000 EACH	_____.	_____.
0590	632.0101 Trees (species) (size) (root) 05. Butternut 3" Cal B&B	1.000 EACH	_____.	_____.
0600	632.0101 Trees (species) (size) (root) 06. Callery Pear 3" Cal B&B	3.000 EACH	_____.	_____.
0610	632.0101 Trees (species) (size) (root) 07. Common Bald Cypress 3" Cal B&B	1.000 EACH	_____.	_____.



## Proposal Schedule of Items

Page 5 of 14

Proposal ID: 20170411015 Project(s): 2025-01-72, 2585-00-70, 2595-08-70

Federal ID(s): N/A, WISC 2017166, WISC 2017165

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0620	632.0101 Trees (species) (size) (root) 08. Ironwood 3" Cal B&B	1.000 EACH	_____.	_____.
0630	632.0101 Trees (species) (size) (root) 09. Japanese Tree Lilac 3" Cal B&B	2.000 EACH	_____.	_____.
0640	632.0101 Trees (species) (size) (root) 10. Kentucky Coffeetree 3" Cal B&B	1.000 EACH	_____.	_____.
0650	632.0101 Trees (species) (size) (root) 11. Red Bud 3" Cal B&B	2.000 EACH	_____.	_____.
0660	632.0101 Trees (species) (size) (root) 12. Shagbark Hickory 3" Cal B&B	1.000 EACH	_____.	_____.
0670	632.0101 Trees (species) (size) (root) 13. Sunburst Honeylocust 3" Cal B&B	3.000 EACH	_____.	_____.
0680	632.0101 Trees (species) (size) (root) 14. Tulip Tree 3" Cal B&B	1.000 EACH	_____.	_____.
0690	632.0101 Trees (species) (size) (root) 15. Varigated Maple 3" Cal B&B	1.000 EACH	_____.	_____.
0700	632.0101 Trees (species) (size) (root) 16. Yellow River Birch 3" Cal B&B	1.000 EACH	_____.	_____.
0710	632.0101 Trees (species) (size) (root) 17. Hornbeam 3" Cal B&B	3.000 EACH	_____.	_____.
0720	632.0201 Shrubs (species) (size) (root) 01. Dwarf Serbian Spruce #5 CG	2.000 EACH	_____.	_____.
0730	632.0201 Shrubs (species) (size) (root) 02. Yellow Knockout Roses #3 CG	6.000 EACH	_____.	_____.
0740	632.0201 Shrubs (species) (size) (root) 03. Red Twig Dogwood #3 CG	5.000 EACH	_____.	_____.



## Proposal Schedule of Items

Page 6 of 14

Proposal ID: 20170411015 Project(s): 2025-01-72, 2585-00-70, 2595-08-70  
Federal ID(s): N/A, WISC 2017166, WISC 2017165

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0750	632.0201 Shrubs (species) (size) (root) 04. Rugosa Roses #3 CG	28.000 EACH	_____.	_____.
0760	632.0201 Shrubs (species) (size) (root) 05. Sea Green Juniper #5 CG	9.000 EACH	_____.	_____.
0770	632.0201 Shrubs (species) (size) (root) 06. Cool Splash Honeysuckle #5 CG	5.000 EACH	_____.	_____.
0780	632.0201 Shrubs (species) (size) (root) 07. Diablo Ninebark #5 CG	8.000 EACH	_____.	_____.
0790	632.9101 Landscape Planting Surveillance and Care Cycles	9.000 EACH	_____.	_____.
0800	641.8100 Overhead Sign Support (structure) 01. W Capitol Dr & N 35th St / Roosevelt Dr	LS	LUMP SUM	_____.
0810	641.8100 Overhead Sign Support (structure) 02. W Capitol Dr & N 31st St	LS	LUMP SUM	_____.
0820	641.8100 Overhead Sign Support (structure) 03. W Capitol Dr & N Green Bay Ave	LS	LUMP SUM	_____.
0830	642.5401 Field Office Type D	1.000 EACH	_____.	_____.
0840	643.0100 Traffic Control (project) 01. 2025-01-72	1.000 EACH	_____.	_____.
0850	643.0100 Traffic Control (project) 02. 2585-00-70	1.000 EACH	_____.	_____.
0860	643.0100 Traffic Control (project) 03. 2595-08-70	1.000 EACH	_____.	_____.
0870	643.0300 Traffic Control Drums	116,498.000 DAY	_____.	_____.
0880	643.0410 Traffic Control Barricades Type II	19,436.000 DAY	_____.	_____.
0890	643.0420 Traffic Control Barricades Type III	36,612.000 DAY	_____.	_____.



## Proposal Schedule of Items

Page 7 of 14

Proposal ID: 20170411015 Project(s): 2025-01-72, 2585-00-70, 2595-08-70  
Federal ID(s): N/A, WISC 2017166, WISC 2017165

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0900	643.0500 Traffic Control Flexible Tubular Marker Posts	451.000 EACH	_____.	_____.
0910	643.0600 Traffic Control Flexible Tubular Marker Bases	451.000 EACH	_____.	_____.
0920	643.0705 Traffic Control Warning Lights Type A	118,204.000 DAY	_____.	_____.
0930	643.0715 Traffic Control Warning Lights Type C	67,134.000 DAY	_____.	_____.
0940	643.0800 Traffic Control Arrow Boards	380.000 DAY	_____.	_____.
0950	643.0900 Traffic Control Signs	39,979.000 DAY	_____.	_____.
0960	644.1410.S Temporary Pedestrian Surface Asphalt	6,500.000 SF	_____.	_____.
0970	644.1430.S Temporary Pedestrian Surface Plate	660.000 SF	_____.	_____.
0980	645.0112 Geotextile Type DF Schedule B	88.000 SY	_____.	_____.
0990	646.0106 Pavement Marking Epoxy 4-Inch	11,334.000 LF	_____.	_____.
1000	646.0116 Pavement Marking Epoxy 6-Inch	7,072.000 LF	_____.	_____.
1010	646.0126 Pavement Marking Epoxy 8-Inch	628.000 LF	_____.	_____.
1020	646.0600 Removing Pavement Markings	60.000 LF	_____.	_____.
1030	647.0166 Pavement Marking Arrows Epoxy Type 2	4.000 EACH	_____.	_____.
1040	647.0206 Pavement Marking Arrows Bike Lane Epoxy	17.000 EACH	_____.	_____.
1050	647.0306 Pavement Marking Symbols Bike Lane Epoxy	17.000 EACH	_____.	_____.



## Proposal Schedule of Items

Page 8 of 14

Proposal ID: 20170411015 Project(s): 2025-01-72, 2585-00-70, 2595-08-70  
Federal ID(s): N/A, WISC 2017166, WISC 2017165

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
1060	647.0356 Pavement Marking Words Epoxy	4.000 EACH	_____.	_____.
1070	647.0576 Pavement Marking Stop Line Epoxy 24-Inch	174.000 LF	_____.	_____.
1080	647.0776 Pavement Marking Crosswalk Epoxy 12-Inch	688.000 LF	_____.	_____.
1090	649.0400 Temporary Pavement Marking Removable Tape 4-Inch	27,283.000 LF	_____.	_____.
1100	650.4000 Construction Staking Storm Sewer	92.000 EACH	_____.	_____.
1110	650.4500 Construction Staking Subgrade	10,700.000 LF	_____.	_____.
1120	650.5500 Construction Staking Curb Gutter and Curb & Gutter	20,560.000 LF	_____.	_____.
1130	650.7000 Construction Staking Concrete Pavement	10,700.000 LF	_____.	_____.
1140	650.8500 Construction Staking Electrical Installations (project) 01. 2025-01-72	LS	LUMP SUM	_____.
1150	650.8500 Construction Staking Electrical Installations (project) 02. 2585-00-70	LS	LUMP SUM	_____.
1160	650.8500 Construction Staking Electrical Installations (project) 03. 2595-08-70	LS	LUMP SUM	_____.
1170	650.9910 Construction Staking Supplemental Control (project) 01. 2025-01-72	LS	LUMP SUM	_____.
1180	650.9910 Construction Staking Supplemental Control (project) 02. 2585-00-70	LS	LUMP SUM	_____.
1190	650.9910 Construction Staking Supplemental Control (project) 03. 2595-08-70	LS	LUMP SUM	_____.



## Proposal Schedule of Items

Page 9 of 14

Proposal ID: 20170411015 Project(s): 2025-01-72, 2585-00-70, 2595-08-70  
Federal ID(s): N/A, WISC 2017166, WISC 2017165

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
1200	652.0225 Conduit Rigid Nonmetallic Schedule 40 2-Inch	110.000 LF	_____.	_____.
1210	652.0230 Conduit Rigid Nonmetallic Schedule 40 2 1/2-Inch	3,795.000 LF	_____.	_____.
1220	652.0235 Conduit Rigid Nonmetallic Schedule 40 3-Inch	1,039.000 LF	_____.	_____.
1230	652.0330 Conduit Rigid Nonmetallic Schedule 80 2 1/2-Inch	885.000 LF	_____.	_____.
1240	652.0335 Conduit Rigid Nonmetallic Schedule 80 3-Inch	910.000 LF	_____.	_____.
1250	652.0610 Conduit Special 2 1/2-Inch	490.000 LF	_____.	_____.
1260	654.0101 Concrete Bases Type 1	8.000 EACH	_____.	_____.
1270	654.0105 Concrete Bases Type 5	39.000 EACH	_____.	_____.
1280	654.0110 Concrete Bases Type 10	22.000 EACH	_____.	_____.
1290	654.0113 Concrete Bases Type 13	7.000 EACH	_____.	_____.
1300	655.0250 Cable Traffic Signal 9-14 AWG	5,644.000 LF	_____.	_____.
1310	655.0305 Cable Type UF 2-12 AWG Grounded	3,340.000 LF	_____.	_____.
1320	657.0255 Transformer Bases Breakaway 11 1/2-Inch Bolt Circle	39.000 EACH	_____.	_____.
1330	657.0322 Poles Type 5-Aluminum	5.000 EACH	_____.	_____.
1340	657.0615 Luminaire Arms Single Member 4 1/2-Inch Clamp 8-FT	68.000 EACH	_____.	_____.



## Proposal Schedule of Items

Page 10 of 14

Proposal ID: 20170411015 Project(s): 2025-01-72, 2585-00-70, 2595-08-70  
Federal ID(s): N/A, WISC 2017166, WISC 2017165

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
1350	657.1808 Install Luminaire Arms Steel 8-FT	6.000 EACH	_____.	_____.
1360	690.0150 Sawing Asphalt	830.000 LF	_____.	_____.
1370	690.0250 Sawing Concrete	848.000 LF	_____.	_____.
1380	715.0415 Incentive Strength Concrete Pavement	12,239.000 DOL	1.00000	12,239.00
1390	ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR	1,800.000 HRS	5.00000	9,000.00
1400	ASP.1T0G On-the-Job Training Graduate at \$5.00/HR	3,000.000 HRS	5.00000	15,000.00
1410	SPV.0035 Special 01. Engineered Soil	133.000 CY	_____.	_____.
1420	SPV.0035 Special 02. Bedding Layer	29.000 CY	_____.	_____.
1430	SPV.0035 Special 03. Storage Layer	177.000 CY	_____.	_____.
1440	SPV.0060 Special 01. Concrete Base Type 10 Special	53.000 EACH	_____.	_____.
1450	SPV.0060 Special 02. Monotube Arm 20-Ft	1.000 EACH	_____.	_____.
1460	SPV.0060 Special 03. Monotube Arm 25-Ft	8.000 EACH	_____.	_____.
1470	SPV.0060 Special 04. Monotube Arm 30-Ft	13.000 EACH	_____.	_____.
1480	SPV.0060 Special 05. Monotube Arm 35-Ft	30.000 EACH	_____.	_____.
1490	SPV.0060 Special 06. Monotube Arm 40-Ft	23.000 EACH	_____.	_____.
1500	SPV.0060 Special 07. Monotube Arm 45-Ft	1.000 EACH	_____.	_____.





## Proposal Schedule of Items

Page 11 of 14

Proposal ID: 20170411015 Project(s): 2025-01-72, 2585-00-70, 2595-08-70  
Federal ID(s): N/A, WISC 2017166, WISC 2017165

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
1510	SPV.0060 Special 08. Monotube Arm 50-Ft	4.000 EACH	_____.	_____.
1520	SPV.0060 Special 09. Monotube Arm 55-Ft	2.000 EACH	_____.	_____.
1530	SPV.0060 Special 10. Pole Type 9	8.000 EACH	_____.	_____.
1540	SPV.0060 Special 11. Pole Type 10	14.000 EACH	_____.	_____.
1550	SPV.0060 Special 12. Pole Type 12	6.000 EACH	_____.	_____.
1560	SPV.0060 Special 13. Pole Type 12 Special	29.000 EACH	_____.	_____.
1570	SPV.0060 Special 14. Pole Type 13	1.000 EACH	_____.	_____.
1580	SPV.0060 Special 15. Pole Type 13 Special	24.000 EACH	_____.	_____.
1590	SPV.0060 Special 16. Fiberglass/Polymer Concrete Pull Box 13" x 24" x 24"	94.000 EACH	_____.	_____.
1600	SPV.0060 Special 17. Fiberglass/Polymer Concrete Pull Box 17" x 30" x 24"	20.000 EACH	_____.	_____.
1610	SPV.0060 Special 18. Utility Line Opening (ULO)	66.000 EACH	_____.	_____.
1620	SPV.0060 Special 20. Manhole Cover Type 58A	70.000 EACH	_____.	_____.
1630	SPV.0060 Special 21. Storm Inlet Type 45A	64.000 EACH	_____.	_____.
1640	SPV.0060 Special 22. Inlet Cover Type 55	1.000 EACH	_____.	_____.
1650	SPV.0060 Special 23. Inlet Cover Type 57	88.000 EACH	_____.	_____.
1660	SPV.0060 Special 24. Internal Sanitary Manhole Seal	21.000 EACH	_____.	_____.



## Proposal Schedule of Items

Page 12 of 14

Proposal ID: 20170411015 Project(s): 2025-01-72, 2585-00-70, 2595-08-70  
Federal ID(s): N/A, WISC 2017166, WISC 2017165

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
1670	SPV.0060 Special 25. Adjusting Water Valve Box	19.000 EACH	_____.	_____.
1680	SPV.0060 Special 26. Informational Sign Post	3.000 EACH	_____.	_____.
1690	SPV.0060 Special 27. 8-Inch PVC Standpipe with Dome Grate	5.000 EACH	_____.	_____.
1700	SPV.0060 Special 28. 6-Inch Cleanout	7.000 EACH	_____.	_____.
1710	SPV.0060 Special 29. Black Eyed Susan #1 CG	180.000 EACH	_____.	_____.
1720	SPV.0060 Special 30. Blue Wonder Catmint #1 CG	168.000 EACH	_____.	_____.
1730	SPV.0060 Special 31. Dwarf Daylilies Happy Returns #1 CG	412.000 EACH	_____.	_____.
1740	SPV.0060 Special 32. Karl Foerster Grass #1 CG	12.000 EACH	_____.	_____.
1750	SPV.0060 Special 33. Little Bunny Grass #1 CG	10.000 EACH	_____.	_____.
1760	SPV.0060 Special 34. Purple Coneflower #1 CG	48.000 EACH	_____.	_____.
1770	SPV.0060 Special 35. Russian Sage #1 CG	56.000 EACH	_____.	_____.
1780	SPV.0060 Special 36. Shasta Daisy #1 CG	72.000 EACH	_____.	_____.
1790	SPV.0060 Special 37. Inlet Frame and Grate	5.000 EACH	_____.	_____.
1800	SPV.0060 Special 38. Storm Sewer Pipe Coupling 8-Inch	1.000 EACH	_____.	_____.
1810	SPV.0060 Special 39. 4' Diameter Manhole Type TES	10.000 EACH	_____.	_____.



## Proposal Schedule of Items

Page 13 of 14

Proposal ID: 20170411015 Project(s): 2025-01-72, 2585-00-70, 2595-08-70  
Federal ID(s): N/A, WISC 2017166, WISC 2017165

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
1820	SPV.0060 Special 40. Skid/Slip Resistance Grn Preformed Thermoplastic Integrated Bike Ln Symbol	1.000 EACH	_____.	_____.
1830	SPV.0060 Special 41. Skid/Slip Resistance Grn Preformed Thermoplastic Integrated Bike Ln Arrow	1.000 EACH	_____.	_____.
1840	SPV.0060 Special 42. Construction Staking Curb Ramp	46.000 EACH	_____.	_____.
1850	SPV.0060 Special 43. Signature Bed	2.000 EACH	_____.	_____.
1860	SPV.0060 Special 44. Cloud Nine Switch Grass #1 CG	14.000 EACH	_____.	_____.
1870	SPV.0060 Special 45. Dwarf Korean Lilac #3 CG	12.000 EACH	_____.	_____.
1880	SPV.0060 Special 46. Woods Pastel Aster #1 CG	72.000 EACH	_____.	_____.
1890	SPV.0060 Special 47. Luminaire Utility LED 95W Type 2	62.000 EACH	_____.	_____.
1900	SPV.0060 Special 48. Luminaire Utility LED 164W Type 2	14.000 EACH	_____.	_____.
1910	SPV.0060 Special 49. Poles Type 5A Aluminum 25'	34.000 EACH	_____.	_____.
1920	SPV.0090 Special 01. Construct Staking Concrete Sidewalk	5,870.000 LF	_____.	_____.
1930	SPV.0090 Special 02. Concrete C&G Integral 19- Inch	9,510.000 LF	_____.	_____.
1940	SPV.0090 Special 03. 6-Duct Conduit Cement Encased DB-60	5,383.000 LF	_____.	_____.



## Proposal Schedule of Items

Page 14 of 14

Proposal ID: 20170411015    Project(s): 2025-01-72, 2585-00-70, 2595-08-70  
Federal ID(s): N/A, WISC 2017166, WISC 2017165

SECTION: 0001    Contract Items

Alt Set ID:    Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
1950	SPV.0090 Special 04. 3-Duct Conduit Cement Encased DB-60	41.000 LF	_____.	_____.
1960	SPV.0090 Special 05. 2-Duct Conduit Cement Encased DB-60	13.000 LF	_____.	_____.
1970	SPV.0090 Special 06. 1-Duct Conduit Cement Encased DB-60	89.000 LF	_____.	_____.
1980	SPV.0090 Special 07. Fieldstone Boulder Wall	76.000 LF	_____.	_____.
1990	SPV.0090 Special 08. Cable Type 3#2/1#8 LTP	1,850.000 LF	_____.	_____.
2000	SPV.0090 Special 09. Cable Type 3#4/1#8 LTP	2,290.000 LF	_____.	_____.
2010	SPV.0090 Special 10. Cable Type 3#6/1#8 LTP	160.000 LF	_____.	_____.
2020	SPV.0165 Special 02. Skid/Slip Resistance Grn Preformed Thermoplastic Integrated Bike Ln Panel	288.000 SF	_____.	_____.
2030	SPV.0180 Special 01. Cobblestone	30.000 SY	_____.	_____.
2040	SPV.0180 Special 02. Joint Sealing	43,382.000 SY	_____.	_____.
Section: 0001			Total:	_____.
			Total Bid:	_____.

**PLEASE ATTACH SCHEDULE OF ITEMS HERE**