

HIGHWAY WORK PROPOSAL

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

Proposal Number:

38

<u>COUNTY</u>	<u>STATE PROJECT ID</u>	<u>FEDERAL PROJECT ID</u>	<u>PROJECT DESCRIPTION</u>	<u>HIGHWAY</u>
Waukesha	2788-00-72	WISC 2017 024	West Waukesha Bypass Summit Ave to Northview Rd	CTH TT
Waukesha	2788-02-70	WISC 2017 025	Waukesha Bypass Intersect Summit Av & Meadowbrook Rd	USH 018

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 November 16, 2017	SAMPLE NOT FOR BIDDING PURPOSES
Assigned Disadvantaged Business Enterprise Goal 18 %	
This contract is subject to 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 Excavation common, borrow, grading, storm sewer pond, concrete pavement, asphaltic pavement, curb and gutter, storm sewer, concrete sidewalk, pavement marking, traffic signals and other incidentals.	
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 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 ExpressTM web site.
 2. Use ExpediteTM software to enter a unit price for every item in the schedule of items.
 3. Submit the bid according to the requirements of ExpediteTM software and the Bid ExpressTM 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 ExpressTM 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 ExpediteTM 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 ExpressTM web site to assure that the schedule of items is prepared properly.

- (2) Staple an 8 1/2 by 11 inch printout of the ExpediteTM 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 ExpediteTM 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 ExpediteTM 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 ExpediteTM generated schedule of items is not the same on each page.
 2. The check code printed on the printout of the ExpediteTM 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

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SPECIAL PROVISIONS

1. General.

Perform the work under this construction contract for Project 2788-00-72, West Waukesha Bypass, Summit Ave to Northview Rd, CTH TT, Waukesha County, Wisconsin and Project 2788-02-72, Waukesha Bypass, Intersect Summit Ave and Meadowbrook Rd, USH 018, Waukesha County, Wisconsin, as the plans show and execute the work as specified in the State of Wisconsin, Department of Transportation, Standard Specifications for Highway and Structure Construction, 2017 Edition, as published by the department, and these special provisions.

Perform the sanitary sewer and water main work according to the Standard Specifications for Sewer and Water Construction in Wisconsin, latest Edition (SSSW), addendums, and as provided in these Special Provisions. If there is a discrepancy or conflict between the referenced specification and the standard specifications regarding contract administration, part 1 of the standard specifications governs.

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 excavation common, grading, pavement removal, storm water pond, storm sewer, base aggregate dense, concrete pavement, concrete curb and gutter, concrete sidewalk, asphalt pavement, temporary asphalt, pavement marking, storm sewer, traffic signals and all incidental items necessary to complete the work as shown on the plans and included in the proposal and contract.

104-005 (20090901)

3. Prosecution and Progress.

Begin work within 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.

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

Be advised that there may be multiple mobilizations and/or remobilizations to complete construction operations, for example such items as: grading, concrete pavement repair/replacement, paving, traffic control, signing, temporary and permanent pavement marking, finishing items and other incidental items. No additional payment will be made, by the department, for additional mobilizations.

After written notice to proceed, and prior to Final Acceptance of the work, assist with maintenance of existing roadways and bridges as specified in standard spec 104.6.1. This assistance may include performance of work covered under pay items or accommodating local repair forces within the work zones. Maintain all newly constructed work as specified in standard spec 104.6.1.

Place topsoil in all graded areas as designated by the engineer immediately after grading has been completed. Fertilize, seed and mulch or fertilize and sod all areas within five calendar days after placement of topsoil.

Coordinate and schedule all traffic signal removal and installation activities with the respective designee as specified in the plans and these special provisions.

Traffic shifts shown in a given stage may occur at different times during that stage depending on the controlling elements for a given traffic movement. The department anticipates that the schedule for each stage shall be as follows:

Anticipated schedule:

Do not move to the next stage until all work in the current stage is completed or as approved by the engineer. Traffic control switches should be completed during off peak times.

Project 2788-00-72 (Intersection of Summit Avenue and Meadowbrook Road)

Stage 1 Construction

Waukesha Bypass Construction

- Construct Temporary Widening Right Station 284+75 to 286+50.
- Construct Temporary Widening Right Station 335+12 to 345+67.
- Remove existing Traffic Signals at Northview Road.
- Install Temporary Traffic Signals at Northview Road.

Stage 2A Construction

Waukesha Bypass Construction

- Begin construction of Southbound Waukesha Bypass Left Station 284+75 to 342+32.
- Begin construction of West Leg of Coldwater Creek Drive.
- Begin construction of West Leg of Northview Road; detour required.
- Construct Structure M-67-01 Left Station 290+00.
- Begin construction of storm water pond.
- Begin installation of Permanent Traffic Signals at Northview Road.
- Close CTH TT between Summit Avenue and Northview Road for up to three nights for the installation of transverse storm sewer pipes; detour required.

Stage 2B Construction

Waukesha Bypass Construction

- Continue construction of Southbound Waukesha Bypass Left Station 284+75 to 342+32.
- Continue construction of West Leg of Coldwater Creek Drive.
- Continue construction of West Leg of Northview Road; detour required.
- Continue construction of storm water pond.
- Continue installation of Permanent Traffic Signals at Northview Road.

Stage 3A Construction

Waukesha Bypass Construction

- Begin construction of Northbound Waukesha Bypass Right Station 284+75 to 342+32.
- Begin construction of East Leg of Coldwater Creek Drive.
- Begin construction of East Leg of Northview Road; detour required.
- Continue installation of Permanent Traffic Signals at Northview Road.

Stage 3B Construction

Waukesha Bypass Construction

- Continue construction of Northbound Waukesha Bypass Right Station 284+75 to 342+32.
- Continue construction of East Leg of Coldwater Creek Drive.
- Continue construction of East Leg of Northview Road; detour required.
- Continue installation of Permanent Traffic Signals at Northview Road.
- Begin Pavement Marking.
- Begin Permanent Signing.

Stage 4 Construction

Waukesha Bypass Construction

- Construct median and left turn lanes Waukesha Bypass Station 284+75 to 294+00.
- Construct median and left turn lanes Waukesha Bypass Station 300+00 to 310+00.
- Construct median and left turn lanes Waukesha Bypass Station 333+50 to 342+32.
- Finish installation of Permanent Traffic Signals at Northview Road.
- Finish Pavement Marking.
- Finish Permanent Signing.
- Finish Seeding and Restoration.

Project 2788-02-70 (West Waukesha Bypass – Summit Ave to Northview Rd)

Stage 1 Construction

Waukesha Bypass Construction

- Construct Northbound Waukesha Bypass Station 264+51 to 272+85.
- Construct Temporary Widening Right Station 275+25 to 284+75.
- Remove existing Traffic Signals at Summit Avenue.
- Install Temporary Traffic Signals at Summit Avenue.

Summit Avenue Construction

- Construct Temporary Widening Left Station 41+50 to 49+50.
- Construct Temporary Widening Right Station 50+25 to 60+50.
- Remove Median Station 48+00 to 54+00.
- Construct Temporary Pavement Station 48+00 to 54+00.

Stage 2A Construction

Waukesha Bypass Construction

- Begin Construction of Southbound Waukesha Bypass Left Station 266+59 to 284+75.
- Begin Construction of West Leg of Fiddlers Creek Drive.
- Begin installation of Permanent Traffic Signals at Summit Avenue.

Summit Avenue Construction

- Construct Eastbound Summit Avenue Right Station 40+50 to 50+00.
- Construct South Leg of Turnberry Oak Drive.
- Close Summit Avenue between Torhorst Road and CTH TT for one weekend for the installation of the 60" Pipe Culverts at Station 44+50; detour required.

Stage 2B Construction

Waukesha Bypass Construction

- Continue Construction of Southbound Waukesha Bypass Left Station 266+59 to 284+75.
- Continue Construction of West Leg of Fiddlers Creek Drive.
- Continue installation of Permanent Traffic Signals at Summit Avenue.
- Close Summit Avenue between Torhorst Road and CTH TT for one weekend at the end of Stage 2B prior to switching to Stage 3 in order to construct pavement gaps on west side of CTH TT / USH 18 intersection; detour required.

Summit Avenue Construction

- Construct Westbound Summit Avenue Left Station 38+50 to 50+00.
- Construct North Leg of Torhorst Road.

Stage 3A Construction

Waukesha Bypass Construction

- Begin Construction of Northbound Waukesha Bypass Right Station 272+85 to 284+75.
- Begin Construction of East Leg of Fiddlers Creek Drive.
- Continue installation of Permanent Traffic Signals at Summit Avenue.

Summit Avenue Construction

- Construct Westbound Summit Avenue Left Station 50+00 to 59+70.
- Construct North Leg of Driveway near Station 56+10.
- Construct Temporary Widening Left Station 58+25 to 62+50.

Stage 3B Construction

Waukesha Bypass Construction

- Continue Construction of Northbound Waukesha Bypass Right Station 272+85 to 284+75.
- Continue Construction of East Leg of Fiddlers Creek Drive.
- Continue installation of Permanent Traffic Signals at Summit Avenue.
- Begin Pavement Marking.
- Begin Permanent Signing.

Summit Avenue Construction

- Construct Eastbound Summit Avenue Right Station 50+00 to 62+35.
- Construct South Leg of Driveway near Station 56+10.
- Begin Pavement Marking.
- Begin Permanent Signing.

Stage 4 Construction

Waukesha Bypass Construction

- Construct median and left turn lanes Waukesha Bypass Station 273+75 to 284+75.
- Finish installation of Permanent Traffic Signals at Summit Avenue.
- Finish Pavement Marking.
- Finish Permanent Signing.
- Finish Seeding and Restoration.

Summit Avenue Construction

- Construct median on Summit Avenue Station 44+75 to 49+50.
- Construct sidewalk on Summit Avenue Right Station 50+75 to 56+00.
- Finish Pavement Marking.
- Finish Permanent Signing.
- Finish Seeding and Restoration.

General

Comply with all local ordinances that apply to local street work operations, including those pertaining to working during night time hours. Furnish any ordinance variance issued by the municipality or required permits to the engineer in writing three business days prior to performing such work.

Keep sidewalks open unless otherwise shown on the plans, or to facilitate the removal of structures or as approved by the engineer. A sidewalk indicated to be closed short term as shown on the staging plans may only be closed for a maximum of 10 calendar days. Maintain pedestrian access to adjacent properties, businesses, and schools or provide where necessary, as directed by the engineer. Protect pedestrians from falling debris at all times when sidewalks are open using temporary pedestrian steel barricades or temporary pedestrian safety fence. Temporary pedestrian steel barricades shown on the plans will be paid for as temporary pedestrian safety fence as described under Item 644.1616.S, Temporary Pedestrian Safety Fence.

Provide adequate temporary sidewalk and bridging between the curb and right-of-way line over freshly paved concrete or other obstructions in the sidewalk area, as directed by the engineer.

Construct temporary sidewalk surfaces with a minimum of 2 inches of temporary asphaltic surface, any grade of concrete, skid resistant steel plating, or alternative material as approved by the engineer and a minimum of 4-feet wide. Compact the surface of temporary asphaltic surface until smooth and capable of supporting a wheelchair. The separate payment for the construction of temporary sidewalks including materials, labor, removal and restoration, will be made by the department under the bid item Temporary Crosswalk/Sidewalk, unless otherwise shown on the plans.

Inform engineer, property owners and tenants at least 48 hours prior to removing a driveway approach that serves that property. Schedule sidewalk and driveway approach removal and replacement so that the time lapse between removal and replacement is minimal.

Do not close residential approaches or remove from service without giving sufficient notice to the occupants of the premises to remove their vehicles prior to driveway removal or closing of the driveway approach access. If necessary, make other access arrangements, agreed to in writing and signed by the contractor and the property owner serviced by the driveway. Obtain approval from the engineer prior to alternating construction sequencing.

Existing trees, street light poles, hydrants and other utility poles are to remain in place during construction unless otherwise noted in the plan. Conduct an on-site visit prior to bidding to determine any special measures required for proper clearance between the trees, hydrants and poles and the paving equipment. No additional compensation will be made.

All Work Restrictions

Excavation material and cleared and grubbed material should be stockpiled on upland areas an adequate distance away from wetlands, storm sewer inlets, floodplains, and the waterways as determined by engineer. Storing of equipment, materials, or stock piles are not allowed on sidewalks at any time without providing temporary pedestrian accommodations.

Provide the Wisconsin State Patrol, Waukesha County Highway Maintenance, Waukesha County Dispatch, the City of Waukesha Police Department, the City of Pewaukee Police Department, the City of Waukesha Fire Department, the City of Waukesha and the City of Pewaukee with a 24-hour emergency contact number for when maintenance is required.

Northern Long-eared Bat (*Myotis septentrionalis*)

Northern Long-eared Bats (NLEB) have the potential to inhabit the project limits because they roost in trees and structures (bridges, culverts, buildings). Roosts may not have been observed on this project, but conditions to support the species exist. The species and all active roosts are protected by the Federal Endangered Species Act.

In order to avoid adverse impacts upon the NLEBs, no vegetation clearing and grubbing within the identified clearing and grubbing limits will be allowed from June 1 to July 31, both dates inclusive.

If the required clearing and removal is not completed by May 31, the department will suspend all clearing and associated work directly impacted by clearing. The department will issue a notice to proceed with clearing and associated work directly impacted by clearing after consulting with the United States Fish and Wildlife Service (USFWS).

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

implemented prior to the start of Clearing operations, and list those additional measures in the ECIP.

City of Waukesha Meadowbrook Road Project by Others

A City of Waukesha Meadowbrook Road Project, by others, will be ongoing during this project. The City of Waukesha contractor will be required to follow the same staging and sequencing schedule and interim completion dates as Projects 2788-00-72/2788-02-70 to allow coordinated construction activities. Coordinate with the City of Waukesha project to schedule traffic staging and other construction sequencing work throughout the duration of the project. Hold weekly meetings to coordinate construction activities and project schedules with the City of Waukesha project. No additional payment will be made for attending these meetings.

Closure Restrictions

Single lane closures with flagging operations will be allowed during off-peak hours to construct temporary widening or install drainage pipes, as approved by the engineer. Off-peak hours are defined as weekdays from 9:00 AM to 3:00 PM and 6:00 PM and 9:00 PM and all day Saturday and Sunday.

CTH TT may be closed only during the construction of the southbound lanes along CTH TT as shown in the plans during Stage 2. A total of three night time closures of CTH TT in both directions at one time are allowed during the duration of the project. The closure shall begin at Northview Road and end at Summit Avenue and occur within the weekday timeframe of 10:00 PM to 6:00 AM the following morning to facilitate construction of transverse storm sewer. These closures will not be allowed when Summit Avenue is closed. (See Lane Rental Fee Assessment article.)

Interim liquidated damages

Summit Avenue may only be closed during Stage 2, as shown in the plans. Summit Avenue may be closed on two separate weekends. The first weekend closure will be allowed during Stage 2A to facilitate the construction of the 60-Inch culvert pipes crossing Summit Avenue (USH 18) and the second weekend closure will be allowed at the end of Stage 2B and prior to Stage 3 in order to facilitate the placement of any remaining concrete pavement needed for Stage 3 construction at the intersection of Summit Avenue (USH 18) and CTH TT. The closure of Summit Avenue is allowed in both directions from Torhorst Road to CTH TT within the weekend timeframe of 7:00 PM Friday to 6:00 AM the following Monday morning. This closure will not be allowed when CTH TT is closed.

If the contractor fails to complete the work necessary on Summit Avenue and open Summit Avenue to traffic prior to 6:01 AM Monday for each of the two allowed weekend closures, the department will assess the contractor \$25,000 per calendar day in damages for each calendar day that the roadway remains closed after 6:01 AM, Monday. An entire calendar day will be charged for any period of time within a calendar day that the road remains closed beyond 6:01 AM for each weekend closure. Damages for these weekend closures will be assessed under the administrative item Failing to Open Road to Traffic.

Complete construction operations along CTH TT and Summit Avenue (USH 18) shown in Stage 1 to the stage necessary to shift traffic onto the temporary pavement and new lane configurations needed for Stage 2 construction prior to 12:01 AM May 15, 2017. Do not switch traffic to Stage 2 until completing the following work: Temporary traffic signals, temporary asphaltic surface, temporary pavement markings, and traffic control.

If the contractor fails to complete the work necessary to shift traffic on CTH TT and Summit Avenue (USH 18) as shown in Stage 1 prior to 12:01 AM May 15, 2017, the department will assess the contractor \$1,500 in interim liquidated damages for each calendar day that the roadway remains closed after 12:01 AM, May 15, 2017. An entire calendar day will be charged for any period of time within a calendar day that the road remains closed beyond 12:01 AM.

Complete construction operations along CTH TT and Summit Avenue (USH 18) shown in Stage 2 to the stage necessary to shift traffic onto the southbound lanes of CTH TT and the westbound lanes of Summit Avenue (USH 18) for Stage 3 construction prior to 12:01 AM August 1, 2017. Do not switch traffic to Stage 3 until completing the following work: Temporary traffic signals, grading, storm sewer, 60-Inch culvert pipes, Structure M-67-1 extension, concrete pavement, pavement markings, finishing items including erosion control and traffic control.

If the contractor fails to complete the work necessary to shift traffic onto the southbound lanes of CTH TT and the westbound lanes of USH 18 (Summit Avenue) as shown in Stage 2 prior to 12:01 AM August 1, 2017, the department will assess the contractor \$2,065 in interim liquidated damages for each calendar day that the roadway remains closed after 12:01 AM, August 1, 2017. An entire calendar day will be charged for any period of time within a calendar day that the road remains closed beyond 12:01 AM.

Complete construction operations along CTH TT and USH 18 shown in Stage 3 to the stage necessary to shift one lane of traffic onto the new southbound lanes of CTH TT and one lane onto the new northbound lanes of CTH TT for Stage 4 construction prior to 12:01 AM October 13, 2017. Do not switch traffic to Stage 4 until completing the following work: Temporary traffic signals, grading, storm sewer, concrete pavement, pavement markings, finishing items including erosion control and traffic control.

If the contractor fails to complete the work necessary to shift traffic onto the southbound lanes of CTH TT and the westbound lanes of USH 18 (Summit Avenue) as shown in Stage 3 prior to 12:01 AM October 13, 2017, the department will assess the contractor \$2,065 in interim liquidated damages for each calendar day that the roadway remains closed after 12:01 AM, October 13, 2017. An entire calendar day will be charged for any period of time within a calendar day that the road remains closed beyond 12:01 AM.

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

4. Lane Rental Fee Assessment.

A General

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

The allowable lane closure times are shown in the Prosecution and Progress article.

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

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

B Lane Rental Fee Assessment

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

\$7,000 per lane, per direction of travel, per hour broken into 15 minute increments

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

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

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

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

Lane Rental Fee Assessment will be in effect from the time of the Notice to Proceed until the department issues final acceptance. If interim completion time or contract time expires prior to the completion of specified work in the contract, additional liquidated damages will be assessed according to standard spec 108.11 or as specified within this contract.
stp-108-065 (20161130)

5. Traffic.

Perform this work according to the requirements of standard spec 643, and as shown on the plans 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. Submit messages to be used on portable changeable message boards to the engineer prior to implementing for approval.

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.

Provide access for emergency response including fire, police, and rescue vehicles and equipment to all properties including residential, business, and airport entrances at all times during the project.

Maintain access for local, business, and emergency traffic at all times. Egress shall be maintained for the City of Waukesha fire station driveway located on the east leg of Summit Avenue.

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

Construction shall be performed under traffic and consist of four major stages with sub-stages in Stage 2 and Stage 3.

Stage 1

Temporary pavement shall be placed in spot locations along Merrill Hills Road to accommodate 2-lane, 2 way traffic for Stage 2. The median along US 18 shall be replaced with temporary pavement and temporary pavement shall be added in spot locations along US 18. Traffic shall be maintained on existing CTH TT/Merrill Hills Road/Meadowbrook Road and side roads. Shoulder closures and flagging operations shall be used to construct temporary pavement.

Stage 2A

The following construction activities shall be completed in this stage:

- Construct the southbound through and right turn lanes for the West Waukesha Bypass (CTH TT).
- Construct the eastbound lanes of US 18 west of the US 18/CTH TT intersection.
- Install the double large pipe culverts under US 18 at Pebble Creek during a weekend with a detour.
- Construct the west leg of Fiddlers Creek Drive.
- Construct the west leg of Coldwater Creek Drive.
- Construct the west leg of Northview Road (closed with a detour route).

CTH TT/Merrill Hills Road/Meadowbrook Road traffic will be on the existing lanes and temporary widened shoulders. US 18 traffic will be on existing westbound lanes west of CTH TT. All side roads shall remain open to traffic except for west leg of Northview Road and the west leg of US 18 during the times of the detours. Up to three overnight closures of the Waukesha Bypass (CTH TT) between USH 18 (Summit Ave.) and Northview Road will be allowed to construct the transverse storm sewer pipes through existing pavement.

Stage 2B

The following construction activities will be completed in this stage:

- Construct westbound US 18 lanes of the west leg of the US 18/CTH TT intersection.
- Construct a connection along CTH TT between the existing roadway and the proposed southbound lanes at the south project limits to be used in Stage 3.
- US 18 traffic will be on the proposed eastbound lanes.
- Construct pavement gaps on west side of CTH TT / USH 18 intersection using a detour to close Summit Avenue between Torhorst Road and CTH TT for one weekend at the end of Stage 2B prior to switching to Stage 3.

Stage 3A

The following construction activities will be completed in this stage:

- Construct the proposed northbound through and right turn lanes of the Waukesha Bypass.
- Construct the westbound Summit Avenue lanes of the east leg of the Summit Avenue/CTH TT intersection.
- Construct the east leg of Fiddlers Creek Drive.
- Construct the east leg of Coldwater Creek Drive.
- Construct the east leg of Northview Road (closed with a detour route).
- Construct a connection along CTH TT between the existing roadway and the proposed northbound lanes at the south project limits to be used in Stage 4.

CTH TT/Merrill Hills Road/Meadowbrook Road traffic will be shifted onto the proposed southbound Waukesha Bypass lanes for 2-lane 2-way traffic. Traffic on US 18/Summit Avenue will be on the existing eastbound lanes. All side roads shall remain open except for the east leg of Northview Road.

Stage 3B

The following construction activities shall be completed in this stage:

- Construct the eastbound lanes of Summit Avenue east of the Summit Avenue/CTH TT intersection.
- Construction of the mainline and side roads started in Stage 3A continues.

Traffic on CTH TT/Merrill Hills Road/Meadowbrook Road will remain the same as in Stage 3A. Traffic on US 18/Summit Avenue will be on the proposed westbound lanes.

Stage 4

The following construction activities shall be completed in this stage:

- Construct the proposed Bypass median and left-turn lanes in the southbound and northbound lanes.
- Construct finishing items.

Traffic on the Waukesha Bypass will be on the proposed outside Waukesha Bypass lanes in the northbound and southbound lanes. Two lanes of traffic shall be maintained until the inside median work is complete.

Wisconsin Lane Closure System Advance Notification

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

TABLE 108-1 CLOSURE TYPE AND REQUIRED MINIMUM ADVANCE NOTIFICATION

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

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

108-057 (20160607)

6. Holiday Work Restrictions.

Do not perform work on, nor haul materials of any kind along or across any portion of the highway carrying USH 18(Summit Ave.) and CTH TT 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 Wednesday, November 22, 2017 to 6:00 AM Monday, November 27, 2017 for Thanksgiving.

107-005 (20050502)

7. Utilities.

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

107-065 (20080501)

There are underground and overhead utility facilities located within the project limits. There are known utility adjustments required for this construction project. Coordinate construction activities with a call to Diggers Hotline or a direct call to the utilities which have facilities in the area as required per state statutes. Use caution to ensure the integrity of underground facilities during all construction operations; protect utility facilities; and maintain code clearances from overhead facilities at all times.

Bidders are advised to contact each utility company listed in the plans, prior to preparing their bids, to obtain current information on the status of existing and any new utility relocation work.

Utilities will be performing utility work and adjustments within the limits and during the life of this project. Cooperate and coordinate activities with each respective utility.

Some utility work described below is dependent on prior work being performed by the contractor at a specific site. In such situations, provide the engineer and the affected utility a good faith notice of when the utility is to start work at the site. Provide this notice 14 to 16 calendar days in advance of when the prior work will be completed and the site will be available to the utility. Follow-up with a confirmation notice to the engineer and the utility not less than 3 working days before the site will be ready for the utility to begin its work or as otherwise noted in this special provision.

Unless otherwise specified by the contract or authorized by the engineer, the existing utilities are to remain in service.

Contact the appropriate utility owner/representative prior to disturbing any discontinued facilities. Verify that utilities have been properly discontinued in place and do not necessitate any special requirements by the utility. The contractor shall 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 the utility.

We Energies Gas has the following underground facilities that will require relocation. This work will be performed by We Energies prior to the start of road construction with utility construction anticipated to begin during November 2016 and take 48 working days to complete.

The following proposed work is scheduled to be performed:

Station (approx.)	Work Proposed	Offset
CTH TT		
271+55	73' of 6" PE Open cut	East-west direction LT of R/L
271+55 to 274+30	274' of 6" PE Open cut	Installed 10' east of west lot line
274+30 to 275+75	145' of 6" PE Direct Bore	Installed 10' east of west lot line
275+75 to 279+20	343' of 6" PE Open cut	Installed east of west lot line
279+20 to 280+90	173' of 6" PE Direct Bore	Installed 27' east of west lot line
280+90	181' of 6" PE Direct Bore	East-west direction across road
280+90 to 281+55	69' of 6" PE Open cut	Northeast direction to connect to existing line on south side of Summit Ave., east of CTH TT
280+90 to 281+65	75' of 6" PE Open cut	Installed 10' east of west lot line
281+65 to 282+00	40' of 6" PE Open cut	Northwest direction to connect to existing line on south side of Summit Ave., west of CTH TT
303+50	79' of 6" PE Open Cut	East-west direction connect to existing line near R/L and install toward west
303+50 to 304+75	128' of 6" PE Open Cut	Installed just east of west lot line, connect to existing line along Coldwater Creek Dr.
304+60	Valve with box and other work	Southeast quadrant at Coldwater Creek Dr. near Station 51+10
341+15 to 343+20	202' of 6" PE Open Cut	Installed inside of lot line, cap
341+05	123' of 6" PE Direct Bore	East-west direction across road
340+75 to 341+05	92' of 6" PE Open Cut	Northwest direction to connect from existing line on north side of Northview Rd., east of CTH TT, to new east-west crossing of CTH TT

Station (approx.)	Work Proposed	Offset
SUMMIT AVE		
42+20	99' of 2" PE Open Cut	From point north of proposed sidewalk on north side of Summit Ave, northwest direction to connect to existing line on Torhorst Rd. Station 11+00 LT
42+20	108' of 2" PE Direct Bore	North-south direction across road
42+20 to 46+25	407' of 6" PE Direct Bore	Installed just north of south lot line, connect to existing line
56+70	124' of 2" PE Direct Bore	North-south direction across road, east of driveways, connect to existing lines
NORTHVIEW RD		
West side of Jills Dr	160' of 2" PE Open Cut	Installed inside of lot line, connect to existing line
West of Jills Dr	92' of 2" PE Direct Bore	North-south direction across road, connect to existing line
W. of Jills Dr to 49+00	753' 6" PE Open Cut	Installed south of north lot line
Note: PE = Polyethylene pipe		

We Energies will discontinue the following gas mains in place:

CTH TT

- Station 271+55 LT to 274+30 – 4-Inch PE
- Station 274+30 LT to 281+55 LT – 4-Inch PE
- Station 282+00 LT to 281+60 RT – 6-Inch PE
- Station 303+45 LT to 304+95 LT – 4-Inch PE
- Station 341+10 LT to 343+30 LT – 6-Inch PE

Summit Ave

- Station 42+75 LT to 42+75 RT – 2-Inch PE
- Station 42+25 RT to 46+20 RT – 6-Inch PE

Northview Road

- Station 41+55 LT to 50+80 LT – 4-Inch PE

Relocations and adjustments of We Energies Gas facilities are anticipated to commence prior to the start of this roadway project.

Contractor shall contact We Energies gas dispatch at (800) 261-5325 or We Energies electric dispatch at (800) 662-4797 at least 24 hours prior to removing any discontinued gas facilities or electrical cable to verify that they have been discontinued and carry no natural gas or electrical current. There may be locations where existing or discontinued utilities are not shown on the plans.

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.

Locations of new facilities may change based on negotiated agreements between landowners and we energies.

The construction field contact for We Energies Gas is:

Danielle Fink
500 S. 116th Street
West Allis, WI 53214
Office: (414) 944-5627
Danielle.Fink@we-energies.com

We Energies Electric has underground and overhead facilities in the project corridor that will need relocation or adjustment. Relocations and adjustments of We Energies electric and distribution facilities are anticipated to commence prior to the start of this roadway project.

We Energies requires extensive forestry work prior to utility construction from Station 264+00 to 282+00 RT. In an effort to expedite utility construction, We Energies will drop the trees required for their construction within the slope intercept and leave them for the roadway project contractor. The roadway contractor will be paid under the respective bid items for clearing and grubbing included in the contract documents.

Locations of new facilities may change based on negotiated agreements between landowners and We Energies.

Any facilities not explicitly identified as being relocated have been deemed to be not in conflict and will remain in place as is.

We Energies electric utility work is expected to begin during October 2016 and take 150 working days to complete the installation work. Pole removals will follow and are dependent on the removal of communication companies' facilities from We Energies existing poles. We Energies electric plans to perform the following work prior to construction:

Underground:

CTH TT

- Bore one 4-Inch diameter crossing at Station 271+28
- Bore one 2-Inch diameter crossing at Station 276+02
- Bore one 4-Inch diameter crossing at Station 276+66
- Bore one 2-Inch diameter crossing at Station 277+95
- Bore electrical cable from Station 266+51 to Station 281+79, 102' LT
- Bore one 4-Inch diameter crossing from Station 303+49 LT to 303+21 RT

Summit Ave

- Trench electrical cable from Station 58+75, 74' LT to 59+00, 63' LT
- Bore electrical cable from Station 59+00, 63' LT to 59+00, 70' RT
- Bore one 6-Inch diameter crossing from Station 48+05, 65' RT to 48+05, 59' LT

Overhead:

CTH TT

- Relocate aerial power lines from Station 264+32 RT to 280+88 RT
- Place aerial power line across CTH TT at Station 266+55

Summit Ave

- Relocate aerial power lines from Station 40+31 LT to 53+70 LT
- Relocate pole from Station 49+32, 84' RT to 48+60, 56' RT

Northview Road

- Relocate aerial power lines from Station 45+42 LT to 52+37 LT

The street light pole at Station 51+47, 40' LT on Coldwater Creek Drive is in conflict and will need to be relocated during road construction. After the new curb is set, the area is at final grade, and prior to restoration, the light will be re-installed at Station 51+47, 43' LT. Contact Steve King at (262) 968-5768 fourteen days in advance to coordinate street light removal and installation. Call with a three day reminder notice when the site is ready for the light installation.

The relocation work includes underground and overhead facilities. There will be grading obstructions at pole locations as detailed below:

CTH TT

Station No.	Sequence No.	Work Proposed
48+05 L59	100	Pole set
-	100 - 102	Bore Cable
48+05 R65.5	102	Splice
-	102 - 104	Bore Cable
281+98 L117	104	Splice
-	104 - 106	Bore Cable
281+79 L102	106	Splice
-	106 - 110	Bore Cable
278+40 L102	110	Splice
-	110 - 120	Bore Cable
275+00 L102	120	Splice
-	120 - 130	Bore Cable
274+25 L102	130	Splice
-	130 - 140	Bore Cable
271+85 L102	140	Splice
-	140 - 150	Bore Cable
Station No.	Sequence No.	Work Proposed

265+54 L102	150	Splice
-	150 - 200	Discontinue Cable
47+74 L59	200	Remove Pole
275+00 R21	205	Remove Pedestal
284+28 R98	300	Pole to Remain
-	300 - 310	Discontinue Cable
275+00 R26	305	Remove Pedestal
266+54 L109	310	Install Pole
280+88 R90	110	Install Pole, 2.5' fill - grade around
281+76 R97	115	Remove Pole, 4' fill - grade around
279+45 R90	120	Install Pole
279+68 R33	125	Remove Pole
279+70 L27	127	Remove Pole
277+95 R90	130	Install Pole, 3' fill - grade around
277+84	130-132	Bore Cable
277+84 L106	132	Splice
277+94 R25	135	Remove Pole
277+93 L79	137	Remove Pole
276+66 R90	140	Install Pole, 1' fill - grade around
276+65	140-142	Bore Cable
276+65 L86	142	Splice
277+00 R25	145	Remove Pole
276+02 R90	150	Install Pole, 0.5' fill - grade around
276+00	150-152	Bore Cable
276+92 L82	152	Splice
276+02 R25	155	Remove Pole
276+00 L77	157	Remove Pole
274+29 L45	159	Relocate Street Light pole
273+76 R90	160	Install Pole, set 1' Deeper for 2788-00-71 project
273+84 R28	165	Remove Pole
272+11 R24	167	Remove Pole
271+28 R90	170	Install Pole, 1' Fill on 2788-00-71 project
271+23	170-172	Bore Cable
271+23 L95	172	Splice
271+27 R24	175	Remove Pole
270+59 R90	180	Install Pole, 1' Fill on 2788-00-71 project
-	180-182	Trench cable
270+54 R90	182	Splice
270+18 R23	185	Remove Pole
268+21 R90	190	Install Pole, 3' Fill on 2788-00-71 project
-	190-192	Trench cable
267+54 R90	192	Splice
268+00 R21	195	Remove Pole
266+56 R90	200	Install Pole, , 1' Fill on 2788-00-71 project
266+56 R125	-	Install Anchor
266+21 R90	-	Install Anchor
266+54 L109	202	Install Pole
265+82 L35	203	Remove Pole
266+54 L139	204	Install Pole
265+82 R19	205	Remove Pole

Station No.	Sequence No.	Work Proposed
264+32 R90	210	Install Pole, set 1.5' Deeper for 2788-00-71 project
264+32 R125	-	Install Anchor
263+97 R90	-	Install Anchor
264+31 R45	212	Pole to Remain
264+66 R50	-	Install Anchor

USH 18

Station No.	Sequence No.	Work Proposed
38+12 L50	100	Pole to Remain
39+95 L51	115	Remove Pole
40+31 L52	110	Install Pole, 1' fill - grade around
41+64 L54	125	Remove Pole
41+62 L54	120	Install Pole, 4' fill - grade around
40+96 R39	-	Pothole Cable adjust if necessary at 30"SS crossing
43+40 L57	135	Remove Pole
43+87 L59	130	Install Pole, 7.5' fill - grade around
-	130 to 132	Trench Cable
43+34 L173	132	Splice
45+37 L59	140	Install Pole, 7.5' fill - grade around
45+12 L59	145	Remove Pole
46+85 L59	150	Install Pole, 3.5' fill - grade around
46+86 L59	155	Remove Pole
47+48 L59	160	Install Pole, 3' fill - grade around
47+47 L59	165	Remove Pole
48+05 L59	170	Install Pole, 3' fill - grade around
47+74 L59	175	Remove Pole
48+55 L58	180	Install Pole - grade around
48+61 L56	185	Remove Pole
49+32 R84	187	Remove Pole
49+41 R101	-	Remove Anchor
50+87 L70	190	Install Pole - grade around
50+88 L63	195	Remove Pole
52+10 L70	-	Pole to Remain
53+70 L72	200	Pole to Remain
53+70 L62	-	Install Anchor
53+70 L56	-	Remove Anchor
55+34 L82	-	Pole to Remain
56+95 L84	-	Pole to Remain
56+92 R61	210	Install Pole
56+93 R59	215	Remove Pole
58+75 L74	220	Pole to Remain
-	220-222	Trench Cable
59+00 L63	222	Splice
-	222-224	Bore Cable
59+00 R70	224	Splice

Coldwater Creek Dr

Station No.	Sequence No.	Work Proposed
303+49 L113	100	Splice
-	100-102	Bore Cable
303+21 R101	102	Splice
303+41	100-102	Discontinue Cable
51+47 L40	105	Remove Street Light/Re-Install During Construction at 51+47 L43

Northview Rd

Station No.	Sequence No.	Work Proposed
43+92 L25	100	Pole to remain
43+92 R28	-	Pole to remain
45+42 L36	110	Install Pole
45+42 L46	-	Install Anchor
45+46 R36	112	Install Pole
45+46 R27	113	Remove Pole
45+84 L24	115	Remove Pole
46+92 L37	120	Install Pole
46+93 L27	-	Install Sidewalk guy
46+93 L26	125	Remove Pole & Anchor
48+47 L41	130	Install Pole – Private Property
48+46 R47	132	Install Pole
48+28 R28	133	Remove Pole
48+87 L39	135	Remove Pole
49+31 L67	137	Remove pole and Street Light
50+50 L50	140	Install Pole , 4.5' fill - grade around
Station No.	Sequence No.	Work Proposed
341+63 R69	142	Install Pole , 3' fill - grade around
341+46 R71	-	Install Anchor
341+63 R65	143	Remove Pole
50+95 L53	145	Remove Pole
52+37 L74	150	Install Pole – Private Property
53+37 L89	-	Install Anchor
-	150 to 152	Trench Cable
52+15 L60	152	Splice
52+15 L60	155	Remove Pole
54+15 L59	160	Pole to remain

The construction field contact for We Energies Gas is:

Steve King
S13 W33800 Hwy 18
Delafield, WI 53018
Office: (262) 968-5768
Mobile: (414) 940-0570
Steve.King@we-energies.com

Time Warner Cable has underground and overhead facilities within the project limits. Relocations and adjustments of Time Warner's facilities are anticipated to begin prior to the start of this roadway project and continue through the project.

Time Warner Cable work is expected to begin April 3, 2017 or as We Energies completes isolated areas and will take 45 working days to complete the installation work.

Removal and transfer of Time Warner Cable aerial facilities is dependent on We Energies setting new poles and completing their work prior to Time Warner Cable transferring or rebuilding. Time Warner Cable will not be able to vacate existing poles slated for removal until all Time Warner Cable facilities have been rebuilt and activated. Coordination between We Energies and Time Warner Cable will occur during utility relocation construction.

Contact Steve Cramer by phone at (414) 277-4045, or by mobile at (414) 688-2385, a minimum of ten working days prior to working in the vicinity of Time Warner Cable facilities.

A Time Warner Cable on-site inspector must be present any time construction work is conducted within 10 feet of the facility.

At no time should the facility be used as a brace to support equipment or sheeting/shoring materials.

Time Warner Cable will perform the following work:

CTH TT (Meadowbrook Road)

- Remove existing overhead and attach to new We Energies poles from Station 264+32 to 283+00.
- Install underground crossings at Station 271+35, 276+00 and 277+95.
- Relocate existing underground crossing from Station 302+10 to Station 303+35.
- Place proposed storm sewer crossing under existing catv crossing at Station 321+00, 94' RT.

Summit Avenue

- Replace existing coaxial cable and relocate existing fiber optic cable to new We Energies poles from Station 41+00 to 51+00 LT along Summit Avenue.
- Maintain existing crossing at Station 41+60 along Summit Avenue.
- Relocate underground along east side of Torhorst Road approximately 50-feet easterly to move out of proposed roadway.

Northview Road

- Replace existing overhead coaxial cable and relocate existing fiber optic cable to new We Energies poles from Station 43+95 to 54+15 along Northview road.

The construction field contact for Time Warner Cable is:

Steve Cramer
1320 N Martin Luther King Jr Drive
Milwaukee, WI 53212
Office: (414) 277-4045
Mobile: (414) 688-2385

AT&T Wisconsin has underground and joint aerial facilities in the project corridor that will need relocation or adjustment. Relocations and adjustments of AT&T facilities are expected to begin April 1, 2017 and take 180 days working days to complete the installation work. AT&T will relocate some facilities onto new We Energies poles once We Energies has completed relocation of their facilities.

CTH TT (Meadowbrook Road)

AT&T has an aerial 50 pair copper cable, service terminals, and associated supportive hardware between Station 264+32 to 278+00 RT. AT&T will eliminate this cable.

The proposed 19"x30" SSPRCHE pipe at Station 273+75 RT is in conflict with a buried 900 pair cable. AT&T will place a new aerial 600 pair on WE Energies pole line from station 264+32 RT to station 276+02 RT to eliminate this conflict.

The proposed 15" SSPRC pipe at Station 275+25 RT is in conflict with a buried 900 pair cable. AT&T will place a new aerial 600 pair on WE Energies pole line from station 264+32 RT to station 276+02 RT to eliminate this conflict.

At Station 278+00 RT the existing roadway is being widened. AT&T has multiple buried closures and buried cables at this location that are in conflict with this widening. AT&T will eliminate the buried closures. AT&T has requested WE to place an IPP-4"-SDR-OR from their new pole at Station 276+02 RT 90 to an existing AT&T pedestal at station 275+98 LT 77 to eliminate these conflicts. AT&T will then place a 900 pair cable in the IPP-4"-SDR-OR which will eliminate all conflicts at this station.

AT&T has a buried 50 pair copper cable from Station 278+00 to 282+00 LT that is in conflict with the road widening. AT&T will eliminate this cable.

From Station 278+00 to 278+71 RT the existing road is being widened. AT&T has multiple buried closures and buried cables at this location that are in conflict with this widening. AT&T will place a new 1500 pair cable on We Energies pole line from Station 276+02 RT 90 to station 280+88 RT 90 to eliminate these conflicts. At Station 280+88 RT 90 AT&T will rise down WE energies pole with a 1500 pair and bury 2' off of the right-of-way to Station 281+45. AT&T will cross Summit Ave with the 1500 pair at Station 51+35 at a depth of 60 inches.

At Station 283+00 RT in the NE corner of CTH TT/Meadowbrook Rd and Summit Avenue the existing road is being widened. AT&T has a buried hand hole and buried fiber cables at this location that are in conflict with this widening. AT&T will eliminate the hand hole. AT&T will place a new 48 fiber on WE Energies pole lead starting at Station 62+50 to 32+54 in order to eliminate these conflicts. AT&T will place another fiber rising down WE Energies new pole at Station 50+87 and bury cable across Summit Ave at Station 51+33 at a depth of 60 inches and then rise up We Energies new pole at Station 280+88 RT 90. AT&T will also bury a 1500 pair copper with this fiber to eliminate these conflicts.

The proposed 15" SSPRC pipe from Station 283+10 to 289+26 RT is in conflict with a 300 pair copper cable. AT&T will bury a new 300 pair 2 feet off of right-of-way from Station 283+10 to 291+47 to eliminate this conflict.

The existing roadway is being widened at Station 303+31 LT. AT&T has buried closures and buried cables (fiber and copper) at these locations that are in conflict with this widening. AT&T has requested We Energies to place an IPP-2"-SDR-OR from Station 303+21 RT 101 to 303+ 49 LT 113 to eliminate these conflicts. AT&T will then place a new 300 pair inside the new IPP-2"-SDR-OR. AT&T will move its hand hole at Station 303+27 LT 66 to 303+27 to LT 88.

The existing roadway is being widened from Station 339+53 to 343+75 RT. AT&T has a buried hand hole and fiber at these locations that are in conflict with this widening. AT&T will eliminate the hand hole. AT&T will place new fiber on We Energies pole lead from Station 63+00 LT to 56+27 LT then rise down the pole at Station 56+27 and bury 2 feet off of the right-of-way from Station 56+27 LT to 51+00 LT then turn north and bury in the easement along Meadowbrook Rd from Station 340+88 RT to 343+75 RT in order to eliminate these conflicts. AT&T will rise down We Energies pole at Station 56+27 LT with another fiber and bury across Northview Rd at Station 56+27 then bury 2 feet off of the right-of-way from Station 56+27 RT to 51+50 RT turning south onto Meadowbrook Rd into an AT&T easement. AT&T will place a new hand hole at Station 338+80 RT 115 and capture an existing fiber cable within the easement.

The existing roadway is being widened at Station 343+05 RT. AT&T has buried closures at this location that are in conflict with this widening. AT&T will eliminate the buried closure.

The existing roadway is being widened at Station 340+88 RT. AT&T is relocating a buried 1800 pair rising up a We Energies pole that is that is in conflict with the widening. AT&T will bury a new 900 pair along the AT&T easement from Station 343+75 to 340+88 then turn east onto Northview RD and bury 2 feet off of the right-of-way from Station 51+00 to 56+27 then rise up existing pole at Station 56+27 in order to eliminate these conflicts.

The existing roadway is being widened from Station 341+00 to 343+67 LT. AT&T has buried closures and buried copper cables at these location that are in conflict with this widening. To eliminate these conflicts, AT&T will bury a new 1200 pair in the easement

from Station 343+75 to 342+00 RT, crossing Meadowbrook Road at Station 342+00 at a depth of 60 inches, then bury 2 feet off of the right-of-way from Station 342+00 to 341+15 LT, then turn west onto Northview Road and bury 2 feet off the right-of-way from Station 48+48 to 48+66 LT at a depth of 30 inches. From Station 48+66 to 47+50 LT AT&T will continue to bury a new 1200 pair 6 feet off of the right-of-way at a depth of 36 inches. From Station 47+50 to station 45+40 LT AT&T will continue to bury a new 1200 pair 2 feet off of the right-of-way. AT&T will cross Northview Road with a new 1200 pair at Station 45+40 at a depth of 36 inches. AT&T will continue to bury a new 1200 pair 2 feet off of the right-of-way from Station 45+40 to Station 42+25 RT.

Summit Avenue

The proposed 18" SSPRC pipe at Station 60+75 RT along Summit Avenue is in conflict with a 50 pair copper cable. To eliminate these conflicts, AT&T has requested We Energies to place an IPP-2"-SDR-OR across Summit Ave at Station 59+00. AT&T will then place a 100 & 50 pair cable from Station 62+50 RT to 59+00, then cross Summit Avenue by pulling cable into IPP-2"-SDR-OR placed by We Energies. AT&T will then place the 100 pair from Station 59+00 LT to 56+67 LT, then bury into the easement at Station 56+67 LT to capture existing cable. AT&T will also bury a 50 pair from Station 59+00 to 60+75 LT, then bury into easement at station 60+75 LT to capture existing cable.

The existing roadway is being widened from Station 59+00 to 57+25 RT along Summit Avenue. AT&T has a buried 1800 pair cable in conflict with the proposed ditches. AT&T will relocate the existing 1800 pair cable from Station 59+00 to 57+25 RT approximately 6 feet off of the right-of-way to eliminate this conflict.

The proposed 2G-MS inlet at Station 57+06 RT (Structure Number 930.1) along Summit Avenue is in conflict with an existing 900 pair copper cable. AT&T will relocate the existing 900 pair copper cable from Station 57+06 to 56+67 RT approximately 6 feet off of the right-of-way to eliminate this conflicts.

The proposed excavation below subgrade from Station 53+00 to 51+35 RT along Summit Avenue is in conflict with an existing 900 pair cable. AT&T will relocate the existing 900 pair cable approximately 4 feet off of the right-of-way from Station 53+00 RT to Station 51+35 RT to eliminate this conflict.

The proposed grade change is in conflict with two AT&T buried closures at Station 51+00 RT along Summit Avenue. AT&T will raise the both buried closures 12 inches to eliminate this conflict.

The existing roadway is being widened at Station 50+95 RT along Summit Avenue in the northeast corner of the Meadowbrook Road and Summit Avenue intersection. We Energies has an existing pole in conflict with two AT&T risers attached to the pole. AT&T will transfer both attachments to the new WE energies pole once it has been set in order to eliminate this conflict.

The existing roadway is being widened at Station 50+91 RT along Summit Avenue in the northeast corner of the Meadowbrook Road and Summit Avenue intersection. AT&T has a buried hand hole and fiber cables at this location that are in conflict with this widening. AT&T will eliminate the hand hole. AT&T will place a new 48 fiber cable on We Energies pole lead starting at Station 62+50 to 32+54. AT&T will place another fiber rising down We Energies new pole at Station 50+87 then bury across Summit Avenue at Station 51+33 at a depth of 60 inches and then rising up We Energies new pole at Station 280+88 RT 90. AT&T will also bury a 1500 pair copper cable with this fiber to eliminate these conflicts.

The existing roadway is being widened at Station 43+40 RT along Summit Avenue in the northeast corner of the Summit Avenue and Torhorst Road intersection. At this location the present road is being widened. AT&T has buried closures and buried cables (fiber & copper) at this location that are in conflict with this widening. AT&T will eliminate the buried closures. AT&T has requested We Energies to place one IPP-2"-SDR-OR from new pole at Station 43+87 to Torhorst Road at Station 11+75 to assist in the relocation of facilities and eliminate these conflicts.

The proposed 15" SSPRC pipe at Station 53+50 LT along Summit Avenue in between inlet 920 and 920.8 is in conflict with a 100 pair copper cable. To eliminate these conflicts, AT&T has request We Energies to place an IPP-2"-SDR-OR across Summit Ave at Station 59+00. AT&T will place a 100 & 50 pair cable from Station 62+50 RT to 59+00 and then cross Summit Avenue by pulling cable into IPP-2"-SDR-OR placed by We Energies. AT&T will place the 100 pair cable from Station 59+00 LT to 56+67 LT, then bury into the easement at Station 56+67 LT to capture existing cable.

Northview Road

The existing roadway is being widened from Station 45+41 to 49+36 LT along Northview Road. AT&T has buried closures and a buried copper cable at these locations that are in conflict with this widening. To eliminate these conflicts, AT&T will bury a new 1200 pair in the easement from Station 343+75 to 342+00 RT, then cross Meadowbrook Road at Station 342+00 at a depth of 60 inches, then bury 2 feet off of the right-of-way from Station 342+00 to 341+15 LT, then turn west on Northview Road and bury 2 feet off of the right-of-way from Station 48+48 to 48+66 LT at a depth of 30 inches. From Station 48+66 to 47+50 LT, AT&T will continue to bury a new 1200 pair 6 feet off of the right-of-way at a depth of 36 inches. From Station 47+50 to 45+40 LT, AT&T will continue to bury a new 1200 pair 2 feet off of the right-of-way. AT&T will cross Northview Road with a new 1200 pair at Station 45+40 at a depth of 36 inches. AT&T will continue to bury a new 1200 pair 2 feet off of the right-of-way from Station 45+40 to 42+25 RT.

The existing roadway is being widened from Station 50+55 to 55+23 LT along Northview Road. AT&T has a buried hand hole and a buried fiber cable at this location that are in conflict with this widening. AT&T will eliminate the hand hole. To eliminate these conflicts, AT&T will place a new fiber on We Energies pole lead from Station 63+00 to 56+27 LT and then rise down pole at Station 56+27 and then bury 2 feet off of the

right-of-way from Station 56+27 to 51+00 LT, then turn north and bury in the easement along Meadowbrook Road from Station 340+88 to 343+75 RT. AT&T will rise down We Energies pole at Station 56+27 LT with another fiber and bury it across Northview Road at Station 56+27 and then bury 2 feet off of the right-of-way from Station 56+27 to 51+50 RT, then turning south on Meadowbrook Road into an AT&T easement. AT&T will place a new hand hole at Station 338+80 RT 115 and capture an existing fiber cable within the easement.

The existing roadway is being widened from Station 51+00 to 54+00 LT along Northview Road. AT&T has aerial copper cables at these locations that are in conflict with this widening. AT&T will bury a new 900 pair copper cable 2 feet off of the right-of-way from Station 51+00 to 56+40 LT, then rise up We Energies pole at Station 56+40 LT to capture existing aerial cables in order to eliminate this conflict.

The existing roadway is being widened from Station 43+94 to 47+20 RT along Northview Road. AT&T has buried closures and buried copper cables at these locations that are in conflict with this widening. To eliminate these conflicts, AT&T will bury a new 1200 pair in the easement from Station 343+75 to 342+00 RT, then cross Meadowbrook Road at Station 342+00 LT at a depth of 60 inches, then bury 2 feet off of the right-of-way from Station 342+00 to 341+15 LT, then turn west onto Northview Road and bury 2 feet off of the right-of-way from Station 48+48 to 48+66 LT at a depth of 30 inches. From Station 48+66 to 47+50 LT, AT&T will continue to bury a new 1200 pair 6 feet off of the right-of-way at a depth of 36 inches. From Station 47+50 to station 45+40 LT, AT&T will continue to bury a new 1200 pair 2 feet off of the right-of-way. AT&T will cross Northview Road with a new 1200 pair at Station 45+40 LT at a depth of 36 inches. AT&T will continue to bury a new 1200 pair 2 feet off of the right-of-way from Station 45+40 to 42+25 RT.

The existing roadway is being widened from Station 50+55 to 51+20 RT along Northview Road. AT&T has a buried fiber cable at this location that is in conflict with this widening. To eliminate these conflicts, AT&T will rise down We Energies pole at Station 56+27 LT with another fiber and bury across Northview Road at Station 56+27 LT and then bury 2 feet off of the right-of-way from Station 56+27 to 51+50 RT, then turning south on Meadowbrook Road into an AT&T easement. AT&T will place a new hand hole at Station 338+80 RT 115 and capture an existing fiber cable within easement.

The construction field contact for AT&T is:

Christopher Duncan
2005 Pewaukee Road
Waukesha, WI
Office: (262) 896-7678
Mobile: (414) 491-4810
CD8946@ATT.com

Windstream Communications has facilities in the project corridor that will be relocated as part of this project.

Windstream Communications relocation will follow We Energies new pole line construction schedule as they relocate their facility prior to roadway construction. Windstream will coordinate with We Energies for the aerial transfer of existing fiber to new location of poles. This aerial transfer includes Station 263+00 to Station 283+00 RT on CTH TT and Station 40+00 to Station 51+00 LT along USH 18/Summit Ave.

The construction field contact for Windstream is:

Nathan Becker
Office: (262) 792-7938
Mobile: (414) 313-9032
Nathan.becker@windstream.com

Midwest Fiber Networks has underground and joint aerial facilities in the project corridor that will need relocation or adjustment. Relocations and adjustments of Midwest Fiber Networks facilities are expected to begin after January 15, 2017 once We Energies, Time Warner Cable and AT&T have completed work and it will take approximately 90 working days to complete the installation work. Midwest Fiber Networks will relocate some facilities onto new We Energies poles once We Energies has completed relocation of their facilities.

Midwest Fiber Networks has buried facilities in the northbound (east) road right-of-way along CTH TT (Meadowbrook Rd) beginning at We Energies power pole located at Sta. 291+48, 124' RT to 340+83 105' RT. Existing manholes (handholes) are located at Sta. 302+20 117' RT, 312+07, 121' RT, 321+79 94' RT and 339+44 74' RT and they are connected by buried fiber optic cable which is not shown on the plans.

A buried fiber optic cable located from Sta. 304+50, 116' RT to 306+00, 114' RT at Coldwater Creek Drive is in conflict and will need to be lowered during road construction. After the existing roadway pavement and curb & gutter have been removed, contact Paul Halbe at (414) 459-3556 or at (414) 349-3672 at least seven days in advance to allow Midwest Fiber Networks or its designee to call in locates and begin construction. Construction will take approximately seven days to complete.

Midwest Fiber Networks will lower existing buried fiber optic cable at the following locations prior to or during construction:

- Station. 329+00, 103' RT to 334+00, 94' RT
- Station 339+46, 74' RT - Relocate existing hand hole southeast to 339+00 +/- 90RT

Midwest Fiber Networks will coordinate with We Energies to transfer aerial facilities and is located on We Energies poles at the following locations:

CTH TT

- Station 264+29, 46, RT to riser pole at Station 291+48, 124' RT (18 poles).
- Station 341+67, 65' RT
- Station 342+81, 63' RT

Northview Road

- Station 42+43, 25' RT to 51+00 43' LT (6 poles)

The construction field contact for Midwest Fiber Networks is:

Paul Halbe
6070 N Flint Road
Glendale, WI 53209
Office: (414) 459-3556
Mobile: (414) 349-3672
phalbe@cablecomllc.com

City of Pewaukee Department of Public Works has sanitary sewer facilities located along the project and work is included as part of the proposed project improvements.

Reconstruct the following three sanitary manholes and place internal manhole sealing system as called for in the plans:

- Station 324+13, 80' LT along Meadowbrook Road
- Station 47+15, 13' RT along Northview Road
- Station 44+70, 11' RT along Northview Road

The City of Pewaukee has sanitary sewer that crosses CTH TT at approximately Station 324+13 80' LT to 324+15, 120' RT. No conflicts are anticipated.

The City of Pewaukee has sanitary sewer that runs along the south side of Northview Road. No conflicts are anticipated.

The construction field contact for the City of Pewaukee is:

Jane Mueller
W240 N3065 Pewaukee Road
Pewaukee, WI 53072
Glendale, WI 53209
Office: (262) 691-0804

City of Waukesha Water Utility has water main facilities located within the project and work is included as part of the proposed project improvements.

Contractor shall coordinate work with the Waukesha Water Utility.

Existing valves and hydrants will be operated only by Waukesha Water Utility personnel or in the presence of the inspector, as authorized by Waukesha Water Utility.

All work associated with connecting the offset water main relocations to the old water main shall be coordinated with the Waukesha Water Utility as set forth in the plans and special provisions. The Waukesha Water Utility will assist in turning the existing valves to isolate these areas for the installation of the water main offsets.

Water mains will not be allowed to be shut down before 8:00 AM. Contractor is responsible to notify all customers when their water will be shut off and in case of an emergency. The notification should be done at least 24 hours prior to shut down whenever possible. No extra costs or change orders will be allowed for down time associated with the Waukesha Water Utility crews turning the water off or on.

Following construction but before the surface course, the Water Utility must be contacted to inspect their facilities on the project. Any damage found to be caused by the contractor shall be repaired by the contractor in a timely manner at the contractor's expense. All Water Utility facilities (and other street structures) must be exposed before the pavement is placed.

Contractor shall identify proposed grade changes that affect valve boxes or curb stops and notify Waukesha Water Utility providing at least 24 hour notice. Provide 72 hour notice if adjustment by the Waukesha Water Utility is necessary.

The existing water main shall be relocated (lowered) at 14 locations as part of this contract to allow for the construction of the new storm sewer. Another location, along the north side of USH 18 adjacent to the proposed 60-Inch culvert pipes, will be completed by the Waukesha Water Utility or one of its designees prior to this contract.

A schedule showing tentative dates for water main construction shall be provided to the water utility at least 2 weeks prior to beginning construction. Contractor shall provide 72 hours (3 work days) notice of the anticipated need for inspection services. Contact Nick Ellifson with the Waukesha Water Utility at (262) 364-9409, nellifson@waukesha-water.com to arrange for an inspector to be present at the time the work is completed. No work shall be undertaken without a Waukesha Water Utility inspector being on site without the permission of the owner. Payments may be denied, or removal of work may be ordered, for work accomplished without an inspector present or without the approval of the owner. Verify water main size, material, and elevation prior to proceeding with relocation work. Water main material shall be replaced in kind. The following water mains shall be relocated:

Size	Location	Material	Age
16"	CTH TT at Fiddlers Creek	Ductile Iron	2001
8"	Fiddlers Creek WB	PVC	1999
12"	CTH TT & STH 18 NE corner	Ductile Iron	2001
12"	CTH TT & Coldwater Creek – West (4)	PVC	2007
12"	CTH TT & Coldwater Creek – East (2)	HDPE	2007
12"	CTH TT & Coldwater Creek – West	PVC	2006
16"	CTH TT & Northview	PVC	2006
8 "	USH 18 & Torhorst Road	PVC	2004
12"	USH 18, East of Torhorst Rd, North side	Ductile Iron	2001
12"	USH 18, 600' East of CTH TT	Ductile Iron	1999
12"	Northview Road, 350' East of CTH TT	PVC	2006

Waukesha Water Utility will relocate one hydrant at the intersection of CTH TT and Northview Road. Provide 72 hours (3 working days) notice prior to working in this area to allow time for relocation.

Waukesha Water Utility will adjust valve and curb boxes located within the project limits to proposed grades. Provide 72 hours (3 working days) notice prior to any required adjustments. Call John Kuzba at (262) 352-5135 to coordinate both hydrant relocation and valve adjustments.

The construction field contact for the Waukesha Water Utility is:

Nick Ellifson
115 Delafield Street
Waukesha, WI 53187
Office: (262) 409-4461
Mobile: (262) 364-9409
nellifson@waukesha-water.com

City of Waukesha Public Works has underground facilities within the project limits including storm and sanitary sewer. Sanitary manholes will require adjustment or reconstruction as part of this project.

Sanitary Sewer

The City of Waukesha will be responsible for inspection and approval of all City of Waukesha sewer work. Contact Jonathan Schapekahm with the City of Waukesha at (262) 524-3584, jschapek@ci.waukesha.wi.us five business days prior to performing the work to arrange for an inspector to be present at the time the work is completed.

Adjust or reconstruction the following sanitary manholes and place internal manhole sealing system as called for in the plans:

Gas Station Driveway (Meadowbrook Road)

- Station 48+94, 2' LT

Summit Avenue

- Station 43+10, 75' LT
- Station 44+50, 60' LT
- Station 46+45, 50' LT

Street Lighting

The City of Waukesha will be responsible for inspection and approval of all City of Waukesha street lighting work. Contact Jeff Hernke with the City of Waukesha at (262) 524-3592, jhernke@ci.waukesha.wi.us five business days prior to performing the work to arrange for an inspector to be present at the time the work is completed.

Waukesha County DPW Traffic Signals has facilities located at the CTH TT (Meadowbrook Rd) & Northview Road intersection.

The traffic signal located at CTH TT (Meadowbrook Rd) and Northview Road will be removed and reconstructed as part of this project. The proposed signal will be owned and operated by WisDOT.

The construction field contact for the Waukesha County Traffic Lighting is:

Bruce Barnes
515 W. Moreland Blvd., Rm 220
Waukesha, WI 53188
Office: (262) 548-7748
bbarnes@waukeshacounty.gov

WisDOT Traffic Lighting work is included as part of the proposed project improvements.

WisDOT owned lighting is fed from the WisDOT owned and operated signal control cabinet at USH 18 and CTH TT (Meadowbrook Rd). All lighting at this intersection will be removed and reconstructed as part of the project.

The construction field contact for the WisDOT Traffic Lighting is:

WisDOT Signal Operations
141 NW Barstow Street
Waukesha, WI 53187
(414) 750-2605

WisDOT Electrical Field Unit
935 South 60th Street
West Allis, WI 53214
(414) 266-1170

WisDOT Traffic Signal work is included as part of the proposed project improvements. The traffic signals located at USH 18 & CTH TT (Meadowbrook Rd) and CTH TT (Meadowbrook Rd) and Northview Road shall be removed and reconstructed as part of the project. A temporary signal shall be installed at both of these intersections during the reconstruction.

The construction field contact for the WisDOT Traffic Signals is:

WisDOT Signal Operations
141 NW Barstow Street
Waukesha, WI 53187
(414) 750-2605

WisDOT Electrical Field Unit
935 South 60th Street
West Allis, WI 53214
(414) 266-1170

8. Municipality Acceptance Water Main Construction.

Both the department and Waukesha Water Utility personnel will inspect construction of water main under this contract. However, construction staking, testing, and acceptance of the water main construction will be by the Waukesha Water Utility.
105-001 (20140630)

9. Municipality Acceptance of Sanitary Sewer Construction, City of Waukesha.

Both the department and City of Waukesha personnel will inspect construction of sanitary sewer under this contract. However, construction staking, testing, and acceptance of the sanitary sewer construction will be by the City of Waukesha.
105-001 (20140630)

10. Municipality Acceptance of Sanitary Sewer Construction, City of Pewaukee.

Both the department and City of Pewaukee personnel will inspect construction of sanitary sewer under this contract. However, construction staking, testing, and acceptance of the sanitary sewer construction will be by the City of Pewaukee.
105-001 (20140630)

11. Referenced Construction Specifications.

Construct the sanitary sewer and water main work conforming to the “Waukesha Water Utility Standard Specifications” and the “Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition” If there is a discrepancy or conflict between the referenced specification and the standard specifications regarding contract administration, part 1 of the standard specifications governs.

12. Other Contracts.

The following projects will be under construction concurrently with the work under this contract. Coordinate all construction activities including work zone traffic control, roadway and lane closures, and other work items as required with other contracts.

West Waukesha Bypass North

The City of Waukesha, Waukesha County, Wisconsin has a project adjacent to this contract. Work under this contract (anticipated LET of early 2017) abuts the north end of this contract and will be completed concurrently with this contract. Traffic switches must be made at the same time. Coordinate activities with the City of Waukesha project contractor.

West Waukesha Bypass South

Project 2788-00-71, Waukesha County, Wisconsin under a department contract. Work under this contract (anticipated LET date of November 2017) abuts the south end of this contract and may start before completion of this contract. Coordinate activities with Doug Cain, (262) 548-5603, douglas.cain@dot.wi.gov the Project 2788-00-71 WisDOT Project Manager.

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

The department has obtained a U.S. Army Corps of Engineers Section 404 permit. Comply with the requirements of the permit in addition to requirements of the special provisions. A copy of the permit is available from the regional office by contacting Douglas Cain of WisDOT at (262) 548-5603.
107-054 (20080901)

14. Environmental Protection, Aquatic Exotic Species Control.

Exotic invasive organisms such as VHS, zebra mussels, purple loosestrife, and Eurasian water milfoil are becoming more prolific in Wisconsin and pose adverse effects to waters of the state. Wisconsin State Statutes 30.07, “Transportation of Aquatic Plants and Animals; Placement of Objects in Navigable Waters”, details the state law that requires the removal of aquatic plants and zebra mussels each time equipment is put into state waters.

At construction sites that involve navigable water or wetlands, use the follow cleaning procedures to minimize the chance of exotic invasive species infestation. Use these procedures for all equipment that comes in contact with waters of the state and/or infested water or potentially infested water in other states.

Ensure that all equipment that has been in contact with waters of the state, or with infested or potentially infested waters, has been decontaminated for aquatic plant materials and zebra mussels prior to being used in other waters of the state. Before using equipment on this project, thoroughly disinfect all equipment that has come into contact with potentially infested waters. Use the following inspection and removal procedures (guidelines from the Wisconsin Department of Natural Resources http://dnr.wi.gov/topic/fishing/documents/vhs/disinfection_protocols.pdf for disinfection:

1. Prior to leaving the contaminated site, wash machinery and ensure that the machinery is free of all soil and other substances that could possibly contain exotic invasive species;
2. Drain all water from boats, trailers, bilges, live wells, coolers, bait buckets, engine compartments, and any other area where water may be trapped;
3. Inspect boat hulls, propellers, trailers and other surfaces. Scrape off any attached mussels, remove any aquatic plant materials (fragments, stems, leaves, seeds, or roots), and dispose of removed mussels and plant materials in a garbage can prior to leaving the area or invested waters; and
4. Disinfect your boat, equipment and gear by either:
 - a. Washing with ~212° F water (steam clean), or
 - b. Drying thoroughly for five days after cleaning with soap and water and/or high pressure water, or
 - c. Disinfecting with either 200 ppm (0.5 oz per gallon or 1 Tablespoon per gallon) Chlorine for 10-minute contact time or 1:100 solution (38 grams per gallon) of Virkon Aquatic for 20- to 30-minute contact time. Note: Virkon is not registered to kill zebra mussel veligers nor invertebrates like spiny water flea. Therefore this disinfect should be used in conjunction with a hot water (>104° F) application.

Complete the inspection and removal procedure before equipment is brought to the project site and before the equipment leaves the project site.

107-055 (20130615)

15. Environmental Protection, By-Pass Pumping.

Supplement standard spec 107.18 as follows:

If by-pass pumping is required, the means and methods proposed to be used during construction shall be submitted for approval as part of the Erosion Control Implementation Plan for each location it is required. The submittal shall include how the intake will be managed to not cause an increase in the background level turbidity during pumping; equipment pumping rate capabilities; discharge energy dissipation; and erosion controls. For by-pass pumping that will extend beyond one working day, the submittal should also include how the work zone will be managed and protected should the pump fail; be shut

down due to unacceptable water quality; or storm water flows exceed the pumping rate of equipment. After setup of the approved by-pass pumping operation, the contractor shall demonstrate that the means and methods will pump the water at an acceptable water quality prior to starting work that necessitates the by-pass pumping. The cost of all work and materials associated with by-pass pumping is incidental to the bid items the work is associated with. Erosion control devices beyond the discharge energy dissipation point will be paid for at the contract unit prices for the items that are included in the plan.
(NER 11-0711)

16. Environmental Protection, Dewatering.

Supplement standard spec 107.18 as follows:

If dewatering is required, treat the water to remove suspended sediments by filtration, settlement or other appropriate best management practice prior to discharge. The means and methods proposed to be used during construction shall be submitted for approval as part of the Erosion Control Implementation Plan for dewatering at each location it is required. The submittal shall also include the details of how the intake will be managed to not cause an increase in the background level turbidity prior to treatment and any additional erosion controls necessary to prevent sediments from reaching the project limits or wetlands and waterways. Guidance on dewatering can be found on the Wisconsin Department of Natural Resources website located in the Storm Water Construction Technical Standards, Dewatering Code #1061, "Dewatering". This document can be found at the WisDNR website: http://dnr.wi.gov/topic/stormwater/standards/const_standards.html

The cost of all work and materials associated with water treatment and/or dewatering is incidental to the bid items the work is associated.
(NER12-1010)

17. Construction Over or Adjacent to Navigable Waters.

Add the following to standard spec 107.19:

The Pebble Creek is classified as a navigable waterway.
107-060 (20150630)

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 shall identify how the contractor intends to implement the project's erosion control plan.

Provide the ECIP fourteen (14) calendar days prior to the pre-construction conference. Provide one copy of the ECIP to WisDOT and one copy of the ECIP to the WDNR Liaison, Craig Webster, at craig.webster@wisconsin.gov, 141 NW Barstow St, Room 180, Waukesha, WI, 53188, (262) 574-2141. 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.

Re-topsoil of graded areas, as designated by the engineer, immediately after grading is completed within those areas. Seed, fertilize, and mulch/erosion mat top-soiled areas, as designated by the engineer, within 5 calendar days after placement of topsoil. If graded areas are left exposed for more than 14 calendar days, seed those areas with temporary seed and mulch. Disturbed areas near Pebble Creek and associated wetlands shall receive temporary seed and mulch if left exposed for more than 5 calendar days.

All disturbed areas within 200 feet of Pebble Creek shall be temporary and permanently seeded within one calendar day of the ground disturbing activity. Temporary seed shall be placed on all surfaces outside of the pavement prepared roadway base aggregate.

Permanent restoration with topsoil, erosion mat, seed and fertilizer shall begin, as designated by the engineer, within five calendar days after completion of the grading in areas directly adjacent to Pebble Creek. Permanent restoration shall be completed prior to advancing to the next construction stage.

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.

When performing saw cutting operations, water slurry shall be squeegeed off to the shoulder or median to prevent vehicles from making the particles airborne.

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 and mulch.

Do not pump water from the construction site to a stormwater conveyance without the water first passing through a sediment trap or filter bag. Areas near Pebble Creek shall use enhanced erosion control measures for dewatering consisting of a filter bag inside a sediment trap.

Erosion control BMP's are at suggested locations. The actual locations will be determined by the contractor's ECIP and by the engineer. Erosion Control BMP's shall be maintained until permanent vegetation is established or until the engineer determines that the BMP is no longer required.

19. Public Convenience and Safety.

Revise standard spec 107.8(6) as follows:

Check for and comply with local ordinances governing the hours of operation of construction equipment. Do not operate motorized construction equipment from 8:00 PM until the following 7:00 AM, unless prior written approval is obtained from the engineer.
107-001 (20060512)

20. Notice to Contractor – Traffic Signal Equipment Lead Time.

Lead time for traffic signal equipment specified for this project has been ranging from 12-weeks to 18-weeks. Order equipment as soon as possible to assure the equipment is procured in a timely fashion and, therefore, installed, inspected, and ready for turn-on at the required date.

21. Clearing and Grubbing, Emerald Ash Borer.

This applies to projects in the emerald ash borer (EAB) quarantined zones to include Fond du Lac, Kenosha, Milwaukee, Ozaukee, Racine, Sheboygan, Washington and Waukesha counties.

Supplement standard spec 201.3 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:

- (a) 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.
- (b) 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.
- (c) 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.
- (d) White ash (*F. americana*) tends to occur primarily in upland forests, often with *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:

- (a) 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 one 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.

May be buried on site within the right-of-way 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 be 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

Supplement standard spec 632.2.2 with the following:

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. 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. 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.
201-SER1 (20100401)

22. Pavement Breaking Equipment.

Use only hydraulic pavement breaking equipment for breaking pavement within 300 feet of any structure. Do not use guillotine, drop hammer, falling weight, gravity impact breakers or equivalent equipment. A multi-head hydraulic drop hammer is allowed unless a structure is within 50 feet of the roadway.

SEF Rev. 14_0415

23. Abandoning Sewer, Item 204.0291.S.

A Description

This special provision describes abandoning existing sewer by filling it with cellular concrete according to the pertinent requirements of standard spec 204 and standard spec 501, as shown in the plans, and as hereinafter provided.

B Materials

Provide cellular concrete meeting the following specifications: 1 part cement, 1 part fly ash, 8 parts sand, or an approved equal, and water. Provide cement meeting the requirements of standard spec 501.2.1 for Type 1 Portland Cement. Provide sand meeting the requirements of standard spec 501.2.5.3 Provide water meeting the requirements of standard spec 501.2.4.

C Construction

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

D Measurement

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

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
204.0291.S	Abandoning Sewer	CY

Payment is full compensation for furnishing all materials and excavating and backfilling where necessary.

204-050 (20080902)

24. Removing 18-Inch Culvert, Item 204.9090.S.01; 48-Inch Culvert, Item 9090.S.02; 72-Inch Culvert, Item 204.9090.S.03.

A Description

This special provision describes removing reinforced concrete culvert pipe according to the pertinent provisions of standard spec 204 and as hereinafter provided.

B (Vacant)

C (Vacant)

D Measurement

The department will measure Removing Culvert (size) by the linear foot, acceptably completed.

E Payment

Add the following to standard spec 204.5:

ITEM NUMBER	DESCRIPTION	UNIT
204.9090.S.01	Removing 18-Inch Culvert	LF
204.9090.S.02	Removing 48-Inch Culvert	LF
204.9090.S.03	Removing 72-Inch Culvert	LF

204-025 (20150630)

25. QMP Subgrade.**A Description**

This special provision describes requirements for subgrade materials within the roadway foundation as defined in standard spec 101.3. Conform to standard spec 207 as modified in this special provision for all work within the roadway foundation at the following locations:

Waukesha Bypass(CTH TT/Meadowbrook Road/Merrill Hills Road), USH 18, Temporary Widening, Crossroad Mainline, Local roads, and Temporary roads

Provide and maintain a quality control program. A quality control program is defined as all activities, including process control inspection, sampling and testing, documentation, and necessary adjustments in the process that are related to the construction of subgrade which meets all the requirements of this provision.

Chapter 8 of the department's construction and materials manual (CMM) provides additional detailed guidance for QMP work and describes 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/cmm.aspx>

B Materials**B.1 Quality Control Plan**

Submit a comprehensive written quality control plan to the engineer at or before the pre-construction meeting. Do not perform grading work before the engineer reviews and accepts the plan. Construct the project as the plan provides.

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 the contractor's laboratory as changes are adopted. Ensure that the plan provides the following elements:

1. An organizational chart with names, telephone numbers, current certifications and/or titles, and roles and responsibilities of QC personnel.
2. The process used to disseminate QC information and corrective action efforts to the appropriate persons. Include a list of recipients, the communication process that will be used, and action time frames.
3. An outline for resolving a process control problem. Include responsible personnel, required documentation, and appropriate communication steps.
4. Location of the QC laboratory, retained sample storage, and control charts and other documentation.
5. A summary of the locations and calculated quantities to be tested under this provision.
6. An explanation regarding the basis of acceptance for material that cannot be tested by nuclear methods due to a high percentage of oversized particles.

B.2 Personnel

Perform the quality control sampling, testing, and documentation required under this provision using HTCP certified technicians. Have a grading technician certified under HTCP at level I (or ACT Grading Technician under the direction of a certified technician) present at the site during all subgrade preparation, fill placement, compaction, and nuclear testing activities. Have a nuclear density technician certified under HTCP at level I perform field density and field moisture content testing.

B.3 Laboratory

Perform quality control testing in a department-qualified laboratory. Obtain information on the Wisconsin laboratory qualification program from:

Materials Laboratory

3502 Kinsman Boulevard

Madison, Wisconsin 53704-2583

Telephone: (608) 246-7938

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

B.4 Equipment

Furnish the necessary equipment and supplies for performing quality control testing. Ensure that all testing equipment conforms to the equipment specifications applicable to the required testing methods. The engineer may inspect the measuring and testing devices to confirm both calibration and condition. Calibrate all testing equipment according to the CMM and maintain a calibration record at the laboratory.

Furnish nuclear gauges from the department's approved product list at <http://www.atwoodsyste.ms.com/materials>. Ensure that the gauge manufacturer or an approved calibration service calibrates the gauge within 12 months before using it on the project. Retain a copy of the calibration certificate with the gauge. Nuclear density gauge calibration verification is required daily when earthwork construction operations require testing under this special provision article. This calibration verification shall be performed using the departments "Validator" apparatus which is located at the Zoo Interchange

Construction Field Office: 2424 S. 102nd St., West Allis, Wisconsin 53227. Establish a standard gauge reading for the “Validator” using the ten test average method. The source emitter depth for calibration verification, in the direct transmission mode, will be determined by the engineer. This procedure will establish the “Validator” apparatus, as the contractor’s project reference site.

Conform to ASTM D 2950 and CMM 8.15 for density testing and gauge monitoring methods. Perform nuclear gauge measurements using gamma radiation in the backscatter or direct transmission position. Perform each test for 4 minutes of nuclear gauge count time.

B.5 Soil Source Study

Conduct and submit a soil source study before beginning of grading operations. Ensure that this study identifies each distinct soil type on the project within the top 15 feet of cut areas and all borrow material. Provide the in-bank natural moisture content for each soil. Develop moisture-density curves for each identified soil type by utilizing AASHTO T 99, with a minimum of 5 individual points, and a zero air voids curve at a specific gravity of 2.65. If a different specific gravity is used perform a specific gravity test. Determine the maximum density and corresponding optimum moisture level for each soil type. Develop a site-specific family of Proctor curves for this contract from the completed soil source study and submit to the engineer for review and acceptance.

Perform characterization tests on each of the soil types selected for the soil source study. The tests for roadway include AASHTO T 89, AASHTO T 90, AASHTO T 27, and AASHTO T 11. Classify each soil type selected according to the AASHTO soil classification system based on the characterization tests. Do not begin grading operations until the engineer accepts the soil source study.

Use the soil types identified in the soil source study with corresponding maximum densities and optimum moisture values to determine the compaction compliance on the project. Continue the soil source study in those areas of cuts greater than 15 feet that were not accessible during the initial study. Include data on additional soil types if project conditions change. Ensure that tests of additional soil types are complete and the engineer accepts the results before incorporating the material into the roadway foundation.

Split each Proctor sample and identify so as to provide comparison with the department's test results. Unless the engineer directs otherwise, retain the QC split samples for 14 calendar days and promptly deliver the department’s split samples to the department at:

Regional Materials Laboratory
Attn: Paul Emmons
935 S. 60th Street
West Allis, Wisconsin 53214
Telephone: (414) 266-1158

Retain and identify two representative samples of each Proctor. Submit one sample to the engineer. Retain one sample on site for use when performing textural identification.

B.6 Quality Control Documentation

B.6.1 Control Charts

Maintain separate control charts for the field density and field moisture content of each grading area. Designate grading areas within the project as follows:

1. Embankment portions of the project, except within 200 feet of bridge abutments.
2. Embankment within 200 feet of bridge abutments.
3. Subgrade cut portions of the project.
4. Embankment in pipe removal, pipe culvert, sewer and waterline trenches.
5. Structure and granular backfill placed at bridge abutments.
6. Embankments of the project where embankments are 20 feet or higher regardless of location to be known as special compaction area.

Ensure that all tests are recorded and become part of the project records. Plot required test results on the control charts. Include random and engineer-requested testing but only include the contractor's randomly selected QC test results in the 4-point running average. The contractor may plot other contractor-performed process control or informational tests on the control charts, but do not include them in 4-point running averages.

Post control charts in an engineer-approved location and update daily. Ensure that the control charts include the project number, the test number, each test element, the applicable control limits, the contractor's individual test results, the running average of the last 4 data points, and the engineer's quality verification test data points. Use the control charts as part of a process control system for identifying potential problems and assignable causes. Format control charts according to the CMM.

Submit control charts to the engineer in a neat and orderly manner within 10 business days after completing subgrade construction.

B.6.2 Records

Document all observations, inspection records, adjustments to fill placement procedures, soil changes, and test results daily. Note the results of the observations and inspection records as they occur in a permanent field record. Density test locations shall be identified by a specific test number and include horizontal and vertical control for reference as noted in Section B.7.1.

Provide copies of the field density and field moisture running average calculation sheets, the one-point Proctor tests, records of procedure adjustments, and soil changes to the engineer daily.

Submit original testing records to the engineer in a neat and orderly manner within 10 business days after completing subgrade construction.

B.7 Contractor Testing

B.7.1 General

Have a grading technician certified under HTCP at level I (or ACT Grading Technician under the direction of a certified technician) present during all subgrade preparation, fill placement, compaction, and testing. Have a nuclear density technician certified under HTCP at level I perform the testing for field density and field moisture content. During subgrade construction, use sampling and testing methods identified in the CMM to perform the required tests at randomly selected locations at the indicated minimum frequency for each grading area.

Determine the cubic yards for testing based on a total load count system the engineer and contractor agree to.

For each test, provide the cubic yards represented and the test location to within 2 feet horizontally and 0.5 feet vertically. Use project stationing to determine horizontal location and grade stakes to determine vertical location. Elevations must be referenced to NAV88 datum.

Test areas of suspect compaction or areas which appear to be nonconforming as determined by the engineer.

B.7.2 Field Density and Field Moisture

Perform the field density and field moisture tests using the nuclear density meter method according to AASHTO T 310. Ensure that each field density test material is related to one of the specific soil types identified in the soil source study in determining the percent compaction. Use textural identification as the primary method of establishing this relationship. Utilize the representative samples retained from the soil source study when performing the textural identification. Use a coarse particle correction according to AASHTO T 224.

If field density and field moisture tests cannot be performed by the nuclear density method due to a high percentage of oversized particles as determined according to AASHTO T 99 for highway embankments, observe the placement of the embankment and document the basis of acceptance. Document daily quantities of untested embankment and locations where untested embankment is placed, and keep a cumulative quantity of untested embankment material for the duration of the project. Include the daily documentation and a summary of the cumulative quantity of untested embankment material with the project records.

B.7.3 One-Point Proctor

Obtain a representative sample of the fill material and test according to AASHTO T 272. Compare the sample to the curves developed in the soils source study to determine the maximum dry density and optimum moisture. Use the appendix for AASHTO T 272 as a guide in this determination.

B.7.4 Testing Frequency

B.7.4.1 Subgrade Embankment portions of the project, except within 200 Feet of bridge abutments

Perform the required tests at the following frequencies:

Test	Minimum Frequency
Field Density and Moisture (AASHTO T 310)	One per 2,000 cubic yards of fill per lift or one test per grading area per day whichever yields the most tests.
One-Point Proctor (AASHTO T 272)	One per 9,000 cubic yards or when a change in fill material occurs.

B.7.4.2 Subgrade Embankment Within 200 Feet of Bridge Abutments

Perform the required tests at the following frequencies:

Test	Minimum Frequency
Field Density and Moisture (AASHTO T 310)	One per 1,000 cubic yards of fill per lift or one test per grading area per day whichever yields the most tests.
One-Point Proctor (AASHTO T 272)	One per 9,000 cubic yards or when a change in fill material occurs.

B.7.4.3 Subgrade Cut

Perform the required tests at the following frequencies:

Test	Minimum Frequency
Field Density and Moisture (AASHTO T 310)	One test per 1,000 linear feet of cut or one test per cut area whichever yields the most tests. The testing will be completed at the finished subgrade elevation.

B.7.4.4 Subgrade Embankment in Pipe Removals, Pipe Culvert, Sewer and Waterline Trenches

Perform the required tests at the following minimum frequencies per trench run between structures. Test trenches individually at the frequency listed below. For example, lateral lines and trunk lines are to be considered individual trenches:

Test	Minimum Frequency
Field Density and Moisture (AASHTO T 310)	One test per 100 CY of backfill placed per lift or one test per day whichever yields the most tests.
One-Point Proctor (AASHTO T 272)	One per 3,000 cubic yards or when a change in fill material occurs.

B.7.4.5 Structure and Granular Backfill at Bridge Abutments

Perform the required tests at the following minimum frequencies:

Test	Minimum Frequency
Field Density and Moisture (AASHTO T 310)	One test per 2 feet of vertical backfill height per abutment.
One-Point Proctor (AASHTO T 272)	One per 3,000 cubic yards or when a change in fill material occurs.

B.7.5 Compaction Zones

B.7.5.1 Subgrade Embankment portions of the project, except within 200 Feet of Bridge Abutments

Embankment material placed within 6 feet of the finished subgrade elevation is classified as upper zone material. Material placed more than 6 feet below the finished subgrade elevation is classified as lower zone material.

B.7.5.2 Subgrade Embankment Within 200 Feet of Bridge Abutments

All embankment material placed within 200 feet of bridge abutments is subject to the quality controls for upper zone material.

B.7.5.3 Subgrade Cut

Subgrade material in cut areas is subject to the quality controls for upper zone material.

B.7.5.4 Subgrade Embankment in Pipe Removal and Culvert Pipe Trenches

Material placed within pipe removal and culvert pipe trenches are subject to the quality controls for the zone that the material is located in.

B.7.5.5 Structure and Granular Backfill at Bridge Abutments

All backfill material placed adjacent to bridge abutments is subject to the quality controls for upper zone material.

B.7.6 Control Limits

B.7.6.1 Field Density

B.7.6.1.1 General Conditions

The lower control limit for field density measurements in the upper zone is a minimum of 95.0% of the maximum dry density as determined by AASHTO T 99 or T 272 for the 4-point running average and a minimum of 92.0% of the maximum dry density for any individual test.

The lower control limit for field density measurements in the lower zone is a minimum of 93.0% of the maximum dry density as determined by AASHTO T 99 or T 272 for the 4-point running average and a minimum of 90.0% of the maximum dry density for any individual test.

B.7.6.2 Field Moisture Content

B.7.6.2.1 General Conditions

The upper control limit for the field moisture content in the upper and lower zones is 105.0% of the optimum moisture as determined by AASHTO T 99 or T 272 for the 4-point running average.

The lower control limit for the field moisture content in the upper and lower zones is 65.0% of the determined optimum moisture for the 4-point running average. There is no lower control limit for the field moisture of material having less than 5% passing the No. 200 sieve.

B.7.7 Corrective Action

Notify the engineer if an individual field density test falls below the individual test control limit. The subgrade in this area is unacceptable. Perform corrective actions, acceptable to the engineer to improve the density of the subgrade material. After corrective action, perform a randomly located retest within the represented quantity to ensure that the material is acceptable. The field density tests, soil moisture content tests and soil stability must meet the requirements of this special provision for the fill to be considered acceptable.

Notify the engineer if the field density or field moisture running average point falls below the running average control limit for field density or outside the control limits for field moisture. The subgrade in this area is unacceptable. Perform corrective actions, acceptable to the engineer to improve the quality of the material represented by the running average point. Retest each corrected area at a new random location within its represented quantity and determine a new 4-point running average. If the new running average is not acceptable, perform further corrective actions and retest at new random locations.

If the contractor's control data is proven incorrect resulting in a field density or field moisture point falling below the control limit for field density or outside the control limits for field moisture, the subgrade is unacceptable. Employ the methods described above for unacceptable material.

B.8 Department Testing

B.8.1 General

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 verification and independent assurance personnel for the project.

The department will provide field density and field moisture test results to the contractor on the day of testing. Test results from Proctor split samples will be provided to the contractor within 7 business days after the sample has been received by the department.

B.8.2 Verification Testing

The department will have an HTCP technician, or ACT under the direction of a certified technician, perform QV sampling and testing. Department verification testing personnel must meet the same certification level requirements specified for contractor testing personnel for each test being verified. The department will notify the contractor before testing so the contractor can observe QV testing.

The department will test field density and field moisture randomly at locations independent of the contractor's QC work. The department will use split samples for verification of Proctor testing. In all cases, the department will conduct the verification tests in a separate laboratory and with separate equipment from the contractor's QC tests.

The department will perform verification testing as follows:

1. The department will conduct verification tests on Proctor split samples taken by the contractor. These samples may be from the Soil Source Study or the one-point Proctor or sample locations chosen by the engineer from anywhere in the process. The minimum verification testing frequency is one per 90,000 cubic yards, with at least one for each soil type identified in the Soil Source Study.
2. The department will test the first split sample obtained by the contractor for the one-point Proctor. The engineer may select any contractor-retained sample for verification testing.
3. The department will conduct at least one verification test for field density and field moisture per 20,000 cubic yards.

Plot verification tests on the contractor's quality control charts as specified in B.6.1. Do not include verification tests in the 4-point running average.

If verification tests are within specified control limits, no further action is required. If verification tests are not within specified control limits, the engineer and contractor will jointly investigate any testing discrepancies. The investigation may include additional testing as well as review and observation of both the department's and contractor's sampling and testing procedures and equipment. Both parties will document all investigative work.

Correct all deficiencies. If the contractor does not respond to an engineer request to correct a deficiency or resolve a testing discrepancy, the engineer may suspend grading work until action is taken. Resolve disputes as specified in B.9.

B.8.3 Independent Assurance Testing

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

Plot the independent assurance tests on the contractor's quality control charts as specified in B.6.1. Do not include independent assurance tests in the 4-point running average.

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 grading work until action is taken. Resolve disputes as specified in B.9.

B.9 Dispute Resolution

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.

If the project personnel cannot resolve a dispute and the dispute affects payment or could result in incorporating nonconforming 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 tests 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.

B.10 Acceptance

The department will accept the material tested under this provision based on the contractor QC tests unless it is shown through verification testing or the dispute resolution process that the contractor's test results are in error.

C (Vacant)

D (Vacant)

E Payment

Costs for furnishing all sampling, testing, and documentation required under this special provision are incidental to the work. If the contractor fails to perform the work required under this special provision, the department may reduce the contractor's pay. The

department will administer pay reduction under the non-performance of QMP administrative item.

26. General Requirements for Blasting Rock.

Add the following to standard spec 205.3.7:

Perform all blasting in compliance with the Wisconsin Administrative Code Department of Safety and Professional Services SPS 307.43.

Blasting Plan Submittal

Not less than two weeks prior to commencing blasting operations, or at any time when changes to the drilling and blasting methods are proposed, submit a Blasting Plan to the engineer for review. The blasting plan shall contain full details of the drilling and blasting patterns and controls proposed for both the controlled and production blasting. Include the following minimum information in the blasting plan:

- Station limits of proposed shot.
- Plan and section views of proposed drill pattern including free face, burden, blasthole spacing, blasthole diameters, blasthole angles, lift height, and subdrill depth.
- Loading diagram showing type and amount of explosives, primers, initiators, and location and depth of stemming.
- Initiation sequence of blastholes including delay times and delay system.
- Manufacturer's data sheets for all explosives, primers, and initiators to be employed.

The blasting plan submittal is for quality control and record keeping purposes. Review of the blasting plan by the engineer does not relieve the contractor of responsibility for the accuracy and adequacy of the plan when implemented in the field.

Safety

Immediately notify the engineer of any incidents of fly rock, damage to any personal property, or existing roadway that is open to traffic, and any violations of the Wisconsin Administrative Code Department of Safety and Professional Services SPS 307.43. Failure to do so shall be considered a safety violation under standard spec 107 and all work on the project may be stopped under standard spec 105.1(1).

Notify the engineer of the Station, location, and "size" of all blasts at least one hour prior to the blast.

Observe the entire blast area for a minimum of five minutes following a blast to guard against rock or debris fall before commencing work in the area.

The engineer has the authority to prohibit or halt the contractor's blasting operations if it is apparent that through the methods being employed, the required slopes are not being obtained in a stable condition, the safety and convenience of the traveling public is being jeopardized, or vibration levels above the allowable levels occur.

Condition Surveys

Conduct and document pre-blast and post-blast surveys of any nearby buildings or structures as required by the scaled-distance equation specified in the Wisconsin Administrative Code Department of Safety and Professional Services SPS 307.43. Make right of entry arrangements with the property owners for these condition surveys. Prior to any blasting, make the pre-blast survey records available to the engineer for review. After completion of blasting operations, perform a post-blast survey and make these records available to the engineer for review. The contractor will be responsible for any damage resulting from blasting.

These condition surveys shall consist of visually inspecting and recording all existing defects in the structures before and after blasting operations. Photographs and/or videotape may be used to assist in documentation. Submit a written report to the department detailing the visual and photographic investigation of potentially affected structures. This report will include copies of the pre-blast and post-blast surveys and discuss any discrepancies and findings of these surveys.

If at any time during the progress of the work, the methods of drilling and blasting do not produce the desired result of a uniform slope and shear face, within the tolerances specified, drill, blast, and excavate in short sections, not exceeding 100 feet in length, until a technique is arrived at that will produce the desired results. Extra cost resulting from this requirement shall be borne by the contractor.

27. 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-rsrcs/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:

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

- ^[1] 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.
- ^[2] For 3-inch material, obtain samples at load-out.
- ^[3] 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:

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

^[1] 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://wisconsin.dot.gov/Pages/doing-business/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 furnishing 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)

28. Shaping Roadway 2788-00-72, Item 305.0502.S.01.

A Description

This special provision describes removing any existing longitudinal underdrain, blading the existing shoulder aggregates on the prepared foundation across the pavement removal area, and shaping and compacting the aggregate according to the pertinent provisions of standard spec 305, as shown on the plan, and as hereinafter provided.

B (Vacant)

C Construction

Prior to final shaping, remove any existing longitudinal underdrain, ensure that the existing trench drains or does not hold water in a manner that would impact the stability of the subgrade by a method determined by the contractor and approved by the engineer, back fill trench with existing shoulder aggregates and compact.

D Measurement

The department will measure Shaping Roadway by the station along the centerline of each roadway, 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
305.0502.S.01	Shaping Roadway 2788-00-72	STA

Payment is full compensation for furnishing all blading, shaping, and compacting; for removal and disposal of the underdrain; for draining any remaining trenches; and for preparing the foundation.

29. General Storm Sewer and Pipe Culvert Construction.

Project 2788-00-72 and Project 2788-02-70 feature staged construction throughout each project, including the staged construction of proposed drainage conduits.

The contractor is responsible for maintaining the integrity of work completed in previous stages and any portion of existing roadway carrying staged traffic during the project.

All connections to previously installed storm sewer or pipe culverts are considered incidental to the associated bid item work being performed.

Any temporary shoring methods and/or materials, as determined by the contractor, deemed necessary to complete all stages and connections of storm sewer or pipe culverts is considered incidental to the associated bid item work being performed.

30. Cover Plates Temporary, Item 611.8120.S.**A Description**

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

B Materials

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

C (Vacant)**D Measurement**

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

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
611.8120.S	Cover Plates Temporary	EACH

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

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

611-006 (20151210)

31. Pipe Grates, Item 611.9800.S.**A Description**

This special provision describes furnishing and installing pipe grates on the ends of pipes as shown in the plans, and as hereinafter provided.

B Materials

Furnish steel conforming to the requirements of standard spec 506.2.2.1. Furnish steel pipe conforming to the requirements of standard spec 506.2.3.6.

Furnish pipe grates galvanized according to ASTM A123.

Furnish angles and brackets galvanized according to ASTM A123.

Furnish required hardware galvanized according to ASTM A153.

C Construction

Repair pipes, rods, angles and brackets on which the galvanized coating has been damaged according to the requirements of AASHTO M36M.

D Measurement

The department will measure Pipe Grates in units of work, where one unit is one grate, completed and accepted.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
611.9800.S	Pipe Grates	Each

Payment is full compensation for furnishing and installing all materials; and for drilling and connecting grates to pipes.

611-010 (20030820)

32. Silt Fence Maintenance.

Add the following to standard spec 628.3.4.2, 628.4.8 and 628.5.8:

Silt fence maintenance shall include inspection and maintenance of Heavy Duty Silt Fence.

33. Temporary Ditch Checks.

Complete work according to standard spec 628 and as herein provided. Erosion bales will not be allowed for construction of temporary ditch checks.

Delete standard spec 628.3.14(2) and replace it with the following:

- (2) Construct temporary ditch checks using a manufactured alternative from the PAL. Place temporary ditch checks across ditches at locations the plans show or as the engineer directs immediately after shaping the ditches or slopes. Excavate upstream sumps as the engineer directs.

Delete standard spec 628.4.17 and replace it with the following:

- (1) The department will measure Temporary Ditch Checks by the linear foot acceptably completed.

34. Mobilizations Erosion Control.

Replace standard spec 628.5.11(2) with the following:

Failure to mobilize within 72 hours of the engineer's written order will result in a \$1500 per calendar day deduction from money due under the contract, for each calendar day of delay. The engineer may extend the 72-hour period for delays that are not the contractor's fault.

35. Mobilizations Emergency Erosion Control.

Replace standard spec 628.5.12(2) with the following:

Failure to mobilize within 8 hours of the engineer's written order will result in a \$1500 per calendar day deduction from money due under the contract, for each calendar day of delay. The engineer may extend the 8-hour period for delays that are not the contractor's fault.

36. Nighttime Work Lighting-Stationary.

A Description

Provide portable lighting as necessary to complete nighttime work. Nighttime operations consist of work specifically scheduled to occur after sunset and before sunrise.

B (Vacant)

C Construction

C.1 General

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

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

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

C.2 Portable Lighting

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

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

C.3 Light Level and Uniformity

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

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

C.4 Glare Control

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

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

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

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

C.5 Continuous Operation

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

D (Vacant)

E Payment

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

643-010 (20100709)

37. Traffic Control.

The work under this item shall be according to the pertinent requirements of standard spec 643, as shown on the plans, or as approved by the engineer, except as hereinafter set forth.

Place traffic control devices for work in the proper location before operations proceed. Traffic Control is subject to change at the direction of the engineer in the event of an emergency.

Provide the Waukesha County Sheriff's Department, City of Waukesha Police Department, City of Waukesha Fire Department, Wisconsin State Patrol, the Statewide Traffic Operations Center 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 traffic control safety hazard develops.

Do not park or store equipment, vehicles, or construction materials within 30 feet of the edge of freeway traffic lanes without barrier separation for any roadway carrying freeway traffic; or within 20 feet off the edge of a freeway service interchange ramp during any time except as approved by the engineer. At such locations, the materials and equipment involved shall not constitute a hazard to the traveling public.

Do not store materials, equipment, or park vehicles within 4 feet of the row of barrels that separates traffic from the work zone.

Yield to all through traffic at all locations. Equip the top of all contractor and personal vehicles and equipment operating in live traffic lanes with a hazard identification beam (flashing yellow signal light) that is visible from 360 degrees. Operate the flashing yellow beam only when merging or exiting live traffic lanes or when parked or operating on shoulders.

Obtain approval from the engineer to use a flag person to direct, control, or stop traffic.

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

38. Stone or Rock Ditch Checks, Item 628.7515.S.

A Description

This special provision describes furnishing and installing stone or rock ditch checks as shown on the plans or as directed by the engineer, or both, and as hereinafter provided.

B Materials

Provide materials conforming to size requirements for size no. 2 coarse aggregate for concrete masonry or riprap according to the standard spec 501.2.5.4.4. Railroad ballast or breaker run stone conforming to the following applicable gradations may also be used:

Railroad Ballast	
Percent by	
Sieve Size	Weight Passing
2 Inch	100
1 Inch	20 – 55
3/8 Inch	0 -5

Breaker Run Stone	
Sieve Size	Percent by Weight Passing
5 Inch	100
1½ Inch	0 – 50
3/8 Inch	0 - 5

Incorporate stone or rock in the ditch checks that is hard, sound, and durable, and meets the approval of the engineer.

C Construction

Place stone or rock ditch checks immediately after shaping of the ditches or slopes is completed. Place stone or rock ditch checks at right angles to the direction of flow and construct to the dimensions and according to the details shown in the plans.

Remove sediment from behind the stone or rock ditch checks when it has accumulated to one half of the original height of the dam.

D Measurement

The department will measure Stone or Rock Ditch Checks in volume by the cubic yard of material incorporated in the work.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
628.7515.S	Stone or Rock Ditch Checks	CY

Payment is full compensation for furnishing, producing, crushing, loading, hauling, placing, and shaping and maintaining Stone or Rock Ditch Check.

The quantity of sediment removed shall be multiplied by a factor of ten and paid for as Marsh Excavation.

628-050 (20151210)

39. Temporary Pedestrian Surface Asphalt, Item 644.1410.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.
- Pressure treated 2x4 framing lumber, pressure treated 3/4-inch plywood with skid resistant surface coating, and weather resistant deck screws 3-1/2-inch minimum for framing and 1-5/8-inch minimum for plywood.
- 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. Sheet materials up to 1 inch thick may be lapped if the edge is beveled at 45 degrees or flatter. 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.
- Framed plywood panels 4 feet wide with a skid resistant surface coating.
- 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

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

644-010 (20150630)

40. Temporary Curb Ramp, Item 644.1601.S.

A Description

This special provision describes providing, maintaining, and removing temporary curb ramps.

B Materials

Furnish materials as follows:

- Asphaltic surface conforming to standard spec 465.2.
- Engineer-approved ready mixed concrete or ancillary concrete conforming to standard spec 602.2 except no QMP is required.
- Commercially available prefabricated curb ramps conforming to Americans with Disabilities Act Accessibility Guidelines.

Furnish yellow detectable warning fields conforming to Americans with Disabilities Act Accessibility Guidelines. Use either an engineer-approved surface-applied type or cast iron from the department's approved products list.

C Construction

Provide and maintain temporary curb ramps, including detectable warning fields, throughout the project duration. Place and compact a dense graded aggregate foundation before placing the curb ramp, unless the curb ramp is to be placed on existing roadway surface.

Remove and dispose temporary curb ramps and associated detectable warning fields when no longer required.

D Measurement

The department will measure temporary curb ramps by each individual 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
644.1601.S	Temporary Curb Ramp	EACH

Payment is full compensation for providing, maintaining, and removing temporary curb ramps.

644-020 (20150630)

41. Temporary Pedestrian Safety Fence, Item 644.1616.S.

A Description

This special provision describes providing, maintaining, and removing the temporary pedestrian safety fence.

B Materials

Furnish notched metal “T” or “U” shaped fence posts weighing 1 1/3 pounds per foot or more.

Furnish select 2x4 dimensional lumber.

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

The engineer may allow prefabricated fencing systems conforming to Americans with Disabilities Act Accessibility Guidelines.

C Construction

Provide a continuous safety fence with the top edge free of sharp or rough edges.

Repair or reconstruct installations disturbed during construction operations. Remove and dispose of as specified in standard spec 204.3 when no longer required.

D Measurement

The department will measure Temporary Pedestrian Safety Fence 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
644.1616.S	Temporary Pedestrian Safety Fence	LF

Payment is full compensation for providing, maintaining, and removing the temporary pedestrian safety fence.

644-025 (20150630)

42. Pavement Marking Grooved Wet Reflective Tape 4-Inch, Item 646.0881.S; 8-Inch, Item 646.0883.S.

A Description

This special provision describes furnishing, grooving and installing preformed wet reflective pavement marking tape for grooved applications as shown on the plans, according to standard spec 646, and as hereinafter provided.

B Materials

Furnish grooved wet reflective pavement marking tape and adhesive material per manufacturer's recommendations, if required, from the department's approved products list.

Furnish a copy of the manufacturer's recommendations to the engineer before preparing the pavement marking grooves.

C Construction

C.1 General

For quality assurance, provide the engineer and the region's Marking Section evidence of manufacturer training in the proper placement and installation of pavement marking tape.

Plane the grooved lines according to details in the plan and per manufacturer's recommendations. Use grooving equipment with a free-floating, independent cutting head. Plane a minimum number of passes to create a grooved surface per manufacturer's recommendations.

C.2 Groove Depth

Cut the groove to a depth of 120 mils $\pm$ 10 mils from the pavement surface or, if tined, from the high point of the tined surface. To measure the depth, the contractor may use a depth plate placed in the groove and a straightedge placed across the plate and groove, or the contractor may use a straightedge placed perpendicular to the groove. The department may periodically check groove depths.

C.3 Groove Width – Longitudinal Markings

Cut the groove one-inch wider than the width of the tape.

C.4 Groove Position

Position the groove edge according to plan details. Groove a minimum of 4 inches, but not greater than, 12 inches from both ends of the tape segment. Achieve straight alignment with the grooving equipment.

C.5 Groove Cleaning

C.5.1 Concrete

Cooling the cutting head with water may be necessary for some applications and equipment. If cooling water is necessary, flush the groove immediately with high-pressure

water after cutting to remove any build-up of cement dust and water slurry. If this is not done, the slurry may harden in the groove.

If water is used in the grooving process, allow the groove to dry a minimum of 24 hours after groove cleaning, and prior to pavement marking application. The groove surface shall be clean and dry before applying the adhesive, and pavement marking tape. Use a high-pressure air blower with at least 185 ft³/min air flow and 120 psi air pressure to clean the groove; use of the air blower does not decrease the amount of time required for the groove to dry.

C.5.2 New Asphalt

Groove pavement five or more days after paving.

Use a high-pressure air blower with at least 185 ft³/min air flow and 120 psi air pressure to clean the groove.

C.5.3 Existing Asphalt

Check for structural integrity in supporting grooving operations. If the structural integrity of the asphalt pavement is inadequate to support grooving operations, immediately notify the engineer.

Use a high-pressure air blower with at least 185 ft³/min air flow and 120 psi air pressure to clean the groove.

C.6 Tape Application

Apply the wet reflective pavement marking tape when both the air and surface temperature are 40 degrees F and rising.

Apply tape in the groove as per manufacturer's recommendations. If manufacturer's recommendations require surface preparation adhesive

- 1) For the Southeast Region and the ozone non-attainment Northeast Region counties of Sheboygan, Manitowoc, and Kewaunee:
 - Apply SPA-60 during May 1 to September 30, both dates inclusive due to Volatile Organic Compound Limitations.
 - Apply P-50 during October 1 to April 30, both dates inclusive.
- 2) For the remainder counties:
 - Apply either adhesive.

Refer to the manufacturer's instructions for determining when the surface preparation adhesive is set.

Tamp the wet reflective pavement marking tape with a tamper cart roller, with a minimum of a 200-lb load, cut to fit the groove. Tamp a minimum of three complete cycles (6 passes) with grooved modified tamper roller cart.

D Measurement

The department will measure Pavement Marking Grooved Wet Reflective Tape (Width) for grooved applications in length by the linear foot of tape placed according to the contract and accepted.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
646.0881.S	Pavement Marking Grooved Wet Reflective Tape 4-Inch	LF
646.0883.S	Pavement Marking Grooved Wet Reflective Tape 8-Inch	LF

Payment is full compensation for cleaning and preparing the pavement surface; furnishing and installing the material; and for removing temporary pavement marking, if necessary.
646-018 (20120615)

43. Pavement Marking Grooved Wet Reflective Contrast Tape 4-Inch, Item 646.0841.S; 8-Inch, Item 646.0843.S.

A Description

This special provision describes furnishing, grooving and installing preformed wet reflective pavement marking contrast tape for grooved applications as shown on the plans, according to standard spec 646, and as hereinafter provided.

B Materials

Furnish wet reflective pavement marking contrast tape and adhesive material, per manufacturer's recommendation if required, from the department's approved products list.

Furnish a copy of the manufacturer's recommendations to the engineer before preparing the pavement marking grooves.

C Construction

C.1 General

For quality assurance, provide the engineer and the region's Marking Section evidence of manufacturer training in the proper placement and installation of pavement marking contrast tape.

Plane the grooved lines according to details in the plan and per manufacturer's recommendations. Use grooving equipment with a free-floating, independent cutting head. Plane a minimum number of passes to create a grooved surface per manufacturer's recommendations.

C.2 Groove Depth

Cut the groove to a depth of 120 mils $\pm$ 10 mils from the pavement surface or, if tined, from the high point of the tined surface. To measure the depth, the contractor may use a depth plate placed in the groove and a straightedge placed across the plate and groove, or the contractor may use a straightedge placed perpendicular to the groove. The department may periodically check groove depths.

C.3 Groove Width – Longitudinal Markings

Cut the groove one-inch wider than the width of the tape.

C.4 Groove Position

Position the groove edge according to plan details. Groove a minimum of 4 inches, but not greater than, 12 inches from both ends of the tape segment. Achieve straight alignment with the grooving equipment.

C.5 Groove Cleaning

C.5.1 Concrete

Cooling the cutting head with water may be necessary for some applications and equipment. If cooling water is necessary, flush the groove immediately with high-pressure water after cutting to remove any build-up of cement dust and water slurry. If this is not done, the slurry may harden in the groove.

If water is used in the grooving process, allow the groove to dry a minimum of 24 hours after groove cleaning, and prior to pavement marking application. The groove surface shall be clean and dry before applying the adhesive, and the pavement marking tape. Use a high-pressure air blower with at least 185 ft³/min air flow and 120 psi air pressure to clean the groove; use of the air blower does not decrease the amount of time required for the groove to dry.

C.5.2 New Asphalt

Groove pavement five or more days after paving.

Use a high-pressure air blower with at least 185 ft³/min air flow and 90 psi air pressure to clean the groove.

C.5.3 Existing Asphalt

Check for structural integrity in supporting grooving operations. If the structural integrity of the asphalt pavement is inadequate to support grooving operations, immediately notify the engineer.

Use a high-pressure air blower with at least 185 ft³/min air flow and 90 psi air pressure to clean the groove.

C.6 Tape Application

Apply the tape when both the air and surface temperature are 40 degrees F and rising.

Apply tape in the groove as per manufacturer's recommendations. If manufacturer's recommendations require surface preparation adhesive.

- 1) For the Southeast Region and the ozone non-attainment Northeast Region counties of Sheboygan, Manitowoc, and Kewaunee:
 - Apply SPA-60 during May 1 to September 30, both dates inclusive due to Volatile Organic Compound Limitations..
 - Apply P-50 during October 1 to April 30, both dates inclusive. –
- 2) For the remainder counties:
 - Apply either adhesive.

Refer to the manufacturer's instructions for determining when the surface preparation adhesive is set.

Tamp the wet reflective pavement marking contrast tape with a tamper cart roller, with a minimum of a 200-lb load, cut to fit the groove. Tamp a minimum of three complete cycles (6 passes) with grooved modified tamper roller cart.

D Measurement

The department will measure Pavement Marking Grooved Wet Reflective Contrast Tape (Width) for grooved applications in length by the linear foot of tape, placed according to the contract and accepted.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
646.0841.S	Pavement Marking Grooved Wet Reflective Contrast Tape 4-Inch	LF
646.0843.S	Pavement Marking Grooved Wet Reflective Contrast Tape 8-Inch	LF

Payment is full compensation for cleaning and preparing the pavement surface; furnishing and installing the material; and for removing temporary pavement marking, if necessary.

646-022 (20120615)

44. Meter Breaker Pedestal Service USH 18/STH 318 and Summit Ave, Item 656.0200.01; STH 318 and Northview Road, Item 656.0200.02.

Append standard spec 656.2.3 with the following:

The department will be responsible for the electrical service installation request for any department maintained facility. Notify the maintaining authority if the signal is not state maintained that it is their responsibility to arrange for the electrical service installation.

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

Install the cabinet base and meter breaker pedestal first, so the electrical utility company can install the service lateral. Install a 3" conduit from the point of service from the utility to the meter breaker pedestal. Finish grade the service trench, replace topsoil that is lost or contaminated with other materials, fertilize, seed, and mulch all areas that are disturbed by the electrical utility company.

Append standard spec 656.5(3) with the following:

Payment is full compensation for grading the service trench; replacing topsoil; and for fertilizing, seeding, and mulching to restore the disturbed area of the service trench.

45. Traffic Signal Face, Items 658.0110 & 658.0115.

Append standard spec 658.3.2(3) with the following:

Connect all ungrounded conductors with wire nuts in the appropriate sections of the signal heads, when directed by WisDOT personnel. Connect the neutral conductors to the terminal strip. Be certain to twist wires prior to installing the wire nuts. All wire nuts must be installed facing up to prevent the entrance of water.

46. Pedestrian Signal Face, Item 658.0416.

Append standard spec 658.2.4(1) with the following:

The contractor shall furnish 16 inch LED ready pedestrian signal housing, drilled for top/bottom pipe mount with the ability to rotate 270 degrees on poly mounting bracket. Black polycarbonate door with integral "Z" style protectors, egg-crate type visor, lens and gasket mounted to door with four 1-1/2 inch stainless steel tabs.

Append standard spec 658.2.4(2) with the following:

The contractor shall anchor a 5-position, 20amp terminal block in the pedestrian signal face to the housing with threaded screws.

Append standard spec 658.2.4(3) with the following:

The contractor shall furnish 16-inch, incandescent look, full symbol, and dual pedestrian, countdown signal module with Portland Orange hand, Lunar White man and Portland Orange countdown symbols, made of an approved polycarbonate resin.

Append standard spec 658.3.4(3) with the following:

Connect all ungrounded conductors with wire nuts in the appropriate sections of the signal heads, when directed by WisDOT personnel. Connect the neutral conductors to the terminal strip. Be certain to twist wires prior to installing the wire nuts. All wire nuts must be installed facing up to prevent the entrance of water.

47. Pedestrian Push Buttons, Item 658.0500.

Append standard spec 658.2.5 with the following:

The contractor shall furnish vandal resistant, pressure activated, pedestrian push buttons, with die cast body type, in unfinished aluminum or yellow. Button constructed shall be constructed of stainless steel, with a piezo driven solid state switch, momentary LED display and beeper that sounds simultaneously with button push.

The contractor shall furnish low profile, unfinished cast aluminum, vandal resistant, and flush mounting pole mount.

The contractor shall place a Size 1, Type H reflective (R10-3EL, R, D) sign sticker (per state sign plate), message series – B, directly above each push button. Include a directional arrow or arrows on the sign as the plans show.

48. Temporary Traffic Signals for Intersections, USH 18/STH 318 and Summit Avenue, Item 661.0200.01; STH 318 and Northview Road, Item 661.0200.02.

Replace standard spec 661.2.1 (3) with the following:

Contractor shall use existing underground electric service and meter breaker pedestal for the operation of the Temporary Traffic Signal. The department will pay for all Energy Costs for the operation of the Temporary Traffic Signal at USH 18/STH 318 and Summit Avenue. Waukesha County will pay for all Energy Costs for the Temporary Traffic Signal at STH 318 and Northview Road.

Furnish and install a generator to operate the Temporary Traffic Signal for the time required to switch the existing Permanent Traffic Signal over to the Temporary Traffic Signal as well as the time required to switch the Temporary Traffic Signal over to the new Permanent Traffic Signal.

Contractor shall contact the local electrical utility at least four days prior to making the switch from the existing Permanent Traffic Signal to the Temporary Traffic Signal. The contractor shall contact the local electrical utility at least four days prior to making the switch from the Temporary Traffic Signal to the new Permanent Traffic Signal.

49. Seismograph 2788-00-72, Item 999.1000.S.01; 2788-02-70, Item 999.1000.S.02.

A Description

This special provision describes furnishing a seismograph(s) and employing trained operators to monitor construction-induced vibrations on buildings/structures, and submittal of all required documentation.

B Material

Use seismographs conforming to Wisconsin Department of Safety and Professional Services (SPS) 307.43, Wisconsin Administrative Code that are continuous data recorders supplied with all the accessories necessary for making vibration and noise monitoring observations.

C Construction

Conduct monitoring procedures conforming to SPS 307.44 and as follows: Take seismograph readings prior to construction activities to establish an ambient or background index.

During construction, place seismograph to monitor all vibration-inducing construction activities or as directed by the engineer. At a minimum utilize one seismograph. If more than one major construction activity per day is taking place, multiple seismographs may be required. Place the seismograph on a stable surface within 3 feet of the building/structure nearest to the construction operation. Provide data recorded for each vibration occurrence to the engineer which includes the following:

1. Identification of vibration monitoring instrument used.
2. Description of equipment used by the contractor.
3. Name of qualified observer and interpreter.
4. Distance and direction of recording station from the vibration area.
5. Type of ground at recording station and material on which the instrument is sitting.
6. Peak particle velocity and principal frequency in each component.
7. A dated and signed copy of records of seismograph readings.
8. A comparison of measured seismograph readings to maximum allowable readings identified in SPS 307.43 or as specified in this special provision.

If construction activities generate ground vibration in excess of the peak particle velocity limits as shown in SPS 307.44, stop the construction operation in progress and implement alternate construction methods to produce results within the allowable peak particle velocity limits.

D Measurement

The department will measure Seismograph as a single complete lump sum unit of work, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
999.1000.S.01	Seismograph 2788-00-72	LS
999.1000.S.02	Seismograph 2788-02-70	LS

Payment is full compensation for furnishing and operating a seismograph(s), any operator(s), and for producing documentation reports
stp-999-005 (20161130)

50. Field Stone Riprap Medium, Item SPV. 0035.21, Field Stone Riprap Heavy, Item SPV.0035.22.

A Description

This special provision describes furnishing and installing field stone riprap as shown on the plans, and as hereinafter provided.

B Materials

Provide materials according to standard spec 606.2, except as modified as follows:

Riprap shall be cobblestone or fieldstone type, approved by the engineer. Average dimension size range for Field Stone Riprap Medium shall be according to medium riprap. Average dimension size range for Field Stone Riprap Heavy shall be according to heavy riprap.

C Construction

Construct according to standard spec 606.3.

D Measurement

The department will measure Field Stone Riprap (type) by the cubic yard, acceptably completed, measured as the volume within the limiting dimensions the contract designates or the engineer establishes in the field.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0035.21	Field Stone Riprap Medium	CY
SPV.0035.22	Field Stone Riprap Heavy	CY

Payment is full compensation for preparing the bed, providing and placing riprap, restoring adjacent work, and disposing of surplus material. The department will pay for excavation in excess of the approximate volume of earth occupied by the riprap under the Excavation Common bid item as specified under standard spec 205.5, or absent the bid item, as extra work.

51. Section Corner Monuments Special, Item SPV.0060.10.

A Description

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

B Materials

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

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

C Construction

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

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

Contact Information:

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

D Measurement

The department will measure Section Corner Monuments Special 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.0060.10	Section Corner Monuments Special	Each

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

621-SER1 (20080714)

52. Removing Raised Pavement Markers Modified, Item SPV.0060.11.**A Description**

Remove existing casting and fill original saw cut area, as directed by the engineer or shown on the plans.

B Materials

Furnish materials according to standard spec 646.

C Construction

Remove existing pavement marker casting. Clean, dry and fill existing saw cut area with either epoxy or Asphaltic Surface Temporary.

D Measurement

The department will measure Removing Raised Pavement Markers Modified by the individual casting, acceptably removed and filled with epoxy or Asphaltic Surface Temporary.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.11	Removing Raised Pavement Markers Modified	EACH

Payment for Removing Raised Pavement Markers is full compensation for removing, hauling, disposing of materials, and backfilling; cleaning and drying existing saw cut areas; and for furnishing and placing epoxy material or Asphaltic Surface Temporary.

(NER11-0303)

53. Temporary Sediment Traps, Item SPV.0060.21.

A Description

Design, supply and maintain a temporary sediment trap used to intercept sediment-laden runoff and to retain the sediment.

B Materials

According to DNR Technical Standard 1063 (Sediment Trap).

C Construction

Design, maintain, and remove Temporary Sediment Traps following the guidance in DNR with DNR Technical Standard 1063 (Sediment Trap). Locations as directed by the engineer. General locations requiring Temporary Sediment Traps are upstream of streams and wetlands which receive sediment laden runoff. Install prior to major grading operations.

D Measurement

The department will measure Temporary Sediment Traps as each individual sediment trap, installed according to the contract and acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.21	Temporary Sediment Traps	EACH

Payment is full compensation for design; furnishing and maintaining each basin; for removal of the basin; and for stabilization of disturbed area after removal.

54. Cover Plates Permanent, Item SPV.0060.23.

A Description

Furnish and install a steel plate to cover and support asphaltic pavement, base aggregate and traffic loading at manholes, inlets and similar structures during construction operations where live traffic is present. Cover plates to remain in place after construction operations. This work shall be according to the pertinent provisions of standard spec 611, as shown on the plans, and as hereinafter provided.

B Materials

Provide a 0.5-inch minimum thickness steel plate that extends to the outside edge of the existing masonry.

C Construction

Clean out all soil, debris, other accumulated matter, and materials deposited or lodged due to the contractor's operations from the structure prior to placing the cover plate on the structure.

D Measurement

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

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.23	Cover Plates Permanent	EACH

Payment is full compensation for cleaning out; and for furnishing and installing the cover plate.

55. Inlets 5-FT Diameter, Item SPV.0060.24.**A Description**

Furnish and install inlets according to the pertinent provisions of standard spec 611, as shown on the plans and as hereinafter provided.

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

The department will measure Inlets 5-FT Diameter 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.0060.24	Inlets 5-FT Diameter	EACH

Payment is full compensation for providing all materials, including all masonry, conduit and sewer connections, steps and other fittings; for furnishing all excavating, backfilling, disposing of surplus material, and for cleaning out and restoring the work site; except that the department will pay for covers, including frames, grates and lids separately.

56. Connection to Existing Pipe Underdrain, Item SPV.0060.25.**A Description**

This special provision describes reconnecting existing pipe underdrain to new pipe underdrain.

B Materials

Furnish concrete collar according to standard spec 520.2.4, or flexible coupler or other watertight connection approved by the engineer.

C Construction

Remove existing pipe underdrain and any existing underdrain apron end wall as necessary to provide a clean connection to the new underdrain. Verify that positive drainage is achieved when connecting the existing and new pipe underdrains. Connect the existing pipe underdrain to the new pipe underdrain with the concrete collar, appropriate coupling, or by other means approved by the engineer.

D Measurement

The department will measure Connection to Existing Pipe Underdrain by each connection, acceptably installed and approved.

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	Connection to Existing Pipe Underdrain	EACH

Payment is full compensation for performing all work; removal of existing pipe underdrain and existing apron endwall, furnishing and installing all materials, couplings, concrete collars necessary to make the connection.

57. Outlet Pipe Sediment Traps Riprap Medium, Item SPV.0060.31, Outlet Pipe Sediment Traps Field Stone Medium, Item SPV.0060.32.

A Description

Furnish and install outlet pipe sediment traps, clean and maintain sediment traps as shown on the plans or as directed by the engineer, and as hereinafter provided. Feature is intended to act as a sedimentation device during construction, and as a permanent long-term device for total suspended sediment control.

B Materials

Provide Riprap Medium according to riprap medium type specified in standard spec 606.2. Field Stone Medium shall be cobblestone or fieldstone type material, approved by the engineer. Average dimension size range for Field Stone Medium shall be according to medium riprap. Geotextile fabric shall be type HR according to standard spec 645.2.

C Construction

Place outlet pipe sediment traps immediately after placing the outlet pipe, or before the pipe system is active. Anchor all ends of geotextile and match riprap into adjacent topography. Shape riprap to create a plunge pool according to the general shape and minimal dimensions shown on the plan details. Shape may be asymmetrical and is intended to maximize usable space.

Maintain and repair sediment from erosion and sedimentation. Clean out traps during construction if sumps fill with sediment. Clean out accumulated sediment from pipe outlet sediment traps at the end of construction, or after full stabilization has occurred. Perform cleaning according to standard spec 628.

D Measurement

The department will measure Outlet Pipe Sediment Traps (type) by each 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.0060.31	Outlet Pipe Sediment Traps Riprap Medium	EACH
SPV.0060.32	Outlet Pipe Sediment Traps Field Stone Medium	EACH

Payment is full compensation for installing, maintaining and cleaning, disposal of sediment, and for furnishing riprap, field stone, and geotextile fabric; and incidentals necessary to complete the contract work.

58. Lighting Control Cabinet, Item SPV.0060.70.

A Description

This special provision describes furnishing and installing lighting control cabinet, associated electrical equipment and concrete base as shown on the plans and hereinafter provided.

B Materials

B.1 Contactor

Provide an electrically held multi-pole contactor with coil capable of operating at the nominal voltage specified integral. Provide Square D, Type S series (open type) or equal by General Electric or Cutler-Hammer, or approved equal.

B.2 Photocell

Provide a button type photocell that is rated for 240V, 1800W with 30-60 second delay between "on-off" operation.

B.3 Circuit Breakers and Fuses

The circuit breakers shall be capable of surface mounting with line and load lugs by Square D, F-Frame type or equal by Cutler-Hammer or General Electric, or approved equal. Provide appropriate AIC ratings.

Provide a 1 pole, 15 amp, control breaker for the control circuit.

All breakers shall be from the same manufacturer.

B.4 Bus Bars

Provide aluminum or copper ground and insulated neutral bus bars with wire range capabilities as indicated on the plans.

B.5 Hand-Off-Auto Switch

Provide a 3-position manual return selector switch in a NEMA 1 enclosure with legend plate as manufactured by Square D Type K, or equal by Cutler-Hammer or General Electric.

B.6 Enclosure

Provide a NEMA 4X enclosure made from .125" Type 5052-H32 aluminum. Provide a double flanged doorframe. Provide stainless steel for all exterior hardware. Provide a 3/4" diameter stainless steel door handle with three point latching system and hasp. Provide a natural aluminum mounting panel at back (interior) of enclosure. Do not provide louvers. Cabinet secured by a contractor furnished weatherproof padlock. The enclosure shall have an aluminum mill finish. Provide an enclosure manufactured by APX Enclosures, Cleveland Manufacturing or Southern Manufacturing.

B.7 Power Distribution Blocks

Provide aluminum power distribution blocks with lug wire ranges on the main and branches as indicated on the plans with clear plastic covers as manufactured by Square D Type LB or equal by Cutler-Hammer or General Electric.

B.8 Concrete Base

Conform to standard spec 654.2.

C Construction

Use a UL Listed Panel Builder to assemble the lighting control cabinet. The control cabinet requires service entrance rating. Assemble the lighting control cabinet with all of its electrical components, wiring and parts in a neat and orderly fashion and as shown on the plans. Pretest the cabinet prior to shipment to the site.

Mount all equipment to panel in enclosure. Train the cables in straight horizontal and vertical directions and be parallel next to and adjacent to other cables whenever possible. Secure all wiring using screw attachment type straps; adhesive type will not be allowed.

Install photocell in the overhang of the control cabinet facing down and apply silicon caulk to maintain integrity of the enclosure.

Construct concrete base in conformance with standard spec 654.3.

Cabinet and components shall be designed as Service Equipment. No service disconnect exterior of the Lighting Control Cabinet shall be allowed.

Lighting Control Cabinet will be 480/240 volt single phase, 100 amps.

D Measurement

The department will measure Lighting Control Cabinet 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.0060.70	Lighting Control Cabinet	EACH

Payment is full compensation for photocontrol, contactor, circuit breakers, fusing, distribution blocks, enclosure, bus bars, selector switch, grounding and electrical components, concrete base.

59. Luminaires Utility 21 Count LED 75 WATT Type III, Item SPV.0060.71.**A Description**

This special provision describes furnishing and installing luminaires according to standard spec 651 through 660, as shown on the plans or as approved by the engineer, and as hereinafter provided.

B Materials

Cooper Lumark LDRC-T3-E03-E. Heavy-duty cast aluminum housing and removable door 3G vibration tested to ensure strength of construction and longevity in application. Die-cast aluminum door frame features integral hinges for tool-less maintenance access.

C Construction

Furnish and install LED luminaires together with hardware and fittings as the plans show. Install luminaires on luminaire arms with an initial rake of plus 3-degrees, this measurement includes the rake of the arm. Install luminaires on luminaire arms level in the longitudinal direction of the roadway except on segments where the profile is sloped greater than 3-degrees. In this case the engineer will determine the longitudinal level of the luminaires.

D Measurement

The department will measure Luminaires Utility 21 Count LED 75 Watt Type III by each unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.71	Luminaires Utility 21 Count LED 75 Watt Type III	Each

Payment is full compensation for providing all materials including luminaires, ballasts, lamps, fittings, brackets, hardware and attachments; for luminaire fusing if required.

60. Internal Manhole Sealing System, SPV.0060.72.

A Description

This special provision describes furnishing and installing internal sanitary manhole seals as shown on the plans and hereinafter provided

B Materials

Frame seals shall consist of a flexible internal rubber sleeve and stainless steel expansion bands as manufactured by Cretex Specialty Products and conforming to the following requirements:

- Rubber Sleeve - The flexible rubber sleeve shall be extruded or molded from a high grade rubber compound conforming to the applicable material requirements of ASTM C-923, with a minimum 1500 psi tensile strength, maximum 18% compression set and a hardness (durometer) of 48 ± 5 .

The rubber sleeve shall be double, triple or quadruple pleated with a minimum unexpanded vertical height of 8 inches and a minimum thickness of 3/16 inches. The top and bottom section of the sleeve that compresses against the manhole frame casting and the chimney/cone shall have an integrally formed expansion band recess and a series of sealing fins to facilitate a watertight seal. These sealing fins shall have teardrop holes or air pockets to allow the sealing area to conform to minor surface irregularities that may be encountered. Any splice used to fabricate the sleeve shall be hot vulcanized and have a strength such that the sleeve shall withstand a 180 degree bend with no visible separation.

- Expansion Bands - The expansion bands used to compress the sleeve against the manhole shall be integrally formed from 16 gauge stainless steel conforming to the applicable material requirements of ASTM A-240 Type 304, with no welded attachments and shall have a minimum width of 1-3/4 inches.

The bands shall have a minimum adjustment range of 2-1/2 diameter inches and the mechanism used to expand the band shall have the capacity to develop the pressures necessary to make a watertight seal. The band shall be permanently held in place with a positive locking mechanism which secures the band in its expanded position after tightening.

C Construction

The internal frame seals shall be installed according to the manufacturer's instructions in order to seal the joint between the frame and the Expanded Polypropylene (EPP) rings.

D Measurement

The department will measure Internal Manhole Sealing System as each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.72	Internal Manhole Sealing System	EACH

Payment is full compensation for furnishing material and sealant system accessories and supervision, and performing all work necessary to seal the manhole.

61. Concrete Curb and Gutter 24-Inch, Item SPV.0090.01.

Construct the concrete curb and gutter according to standard spec 601 and according to the plan details.

62. Construction Staking Sidewalk, Item SPV.0090.02.**A Description**

Work under this item consists of contractor-performed construction staking required to establish the horizontal and vertical position for the sidewalk and to establish the required positions of the pedestrian ramps. Perform all work under this item according to standard spec 105.6 and 650. Construction Staking Sidewalk includes staking of the pedestrian ramps.

B (Vacant)**C Construction**

Use methods that conform and are according to the pertinent requirements of standard spec 650.3. Place construction stakes for sidewalk at intervals of 25 feet. A minimum of two 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 method of operations. Set additional construction stakes as necessary to establish location and grade of sidewalk, including points of change in alignment grade, along intersecting walks, at pertinent points of the pedestrian ramps, and at the radius points of intersecting walks. Locate all sidewalk construction stakes to within 0.02 foot of the true horizontal position and establish the grade elevation to within 0.01 foot of the true vertical position.

D Measurement

The department will measure Construction Staking Sidewalk by the linear foot, acceptably completed, measured along each sidewalk centerline. The staking of the pedestrian ramps is incidental to the item Construction Staking Sidewalk and will not be measured. The department will not measure construction staking for base underlying sidewalk. The department will not measure construction staking for sidewalk that is parallel to the adjacent 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.0090.02	Construction Staking Sidewalk	LF

Payment is full compensation for locating and setting all construction stakes and for relocating and resetting damaged or missing construction stakes. Standard spec 650.5(2) shall apply for final payment. The staking of the pedestrian ramps is incidental to the item Construction Staking Sidewalk and will not be paid.
650-SER2 (20160722)

63. Pre-Paving Televising Sanitary Main Line, Item SPV.0090.72; Pre-Paving Televising Sanitary Laterals, Item SPV.0060.73.

A Description

This special provision describes the televising of the sanitary main line sewer and laterals after all underground work is complete but before the final asphalt surface is placed. The underground work includes any activity that could potentially damage a sewer facility, which includes but is not limited to utility installation including third party utility work.

B Materials

The televising work shall be done by an independent television inspection service according to 7.1.2 in the Standard Specifications for Sewer and Water Construction in Wisconsin, 6th Edition and the National Association of Sewer Service Companies (NASSCO) Pipeline Assessment and Certification (PACP) and Lateral Assessment and Certification Program (LACP) standards. All inspection shall be collected using PipeTech Software by Peninsular Technologies. Inspections conducted with other software packages or converted to other formats will not be accepted.

The televising camera used for the inspection shall be one specifically designed and constructed for sanitary sewer inspection. The camera shall be a pan-and-tilt type capable of radial inspection of the top, bottom, and sides of the pipe including lateral connections. Lighting for the camera shall be suitable to allow a clear picture of the entire periphery of the pipe. The camera shall be operative in 100% humidity conditions. The camera, television monitor, and other components of the video system shall be capable of producing picture quality to the satisfaction of the City of Waukesha. If the equipment proves to be unsatisfactory, it shall be replaced with adequate equipment.

Lateral cameras shall be color, shall be self-leveling, and equipped with a footage counter to provide on screen display of footage measurement.

C Construction

- The main line sewer sections, defined as the length of pipe from center of manhole or structure to center of manhole or structure, shall be televised one section at a time.
- For the televising of laterals, the main line sewer television camera shall be used to position the lateral camera launcher. At a minimum, the lateral sewer camera shall inspect laterals to the right-of-way limits, or in the case of a lateral replacement, to the upstream limit of the replacement plus an additional 5 feet upstream. Video recording shall continue during the entire camera withdrawal sequence. The television inspection of the lateral must be from inside the main line sewer up into the lateral and shall include a spot location with depth at the curb line and back of sidewalk. Inspections from cleanouts, excavations, or other access points will not be accepted.
- The contractor shall fully televise both ends of the main line pipe so the connections at the manholes can be evaluated.
- Wherever possible the inspections shall be performed in the upstream to downstream direction.
- When sewer conditions prevent forward movement of the camera, the camera shall be withdrawn, and contractor shall televise the line from the opposite direction.
- The camera shall be directed through the sewer at a uniform, slow rate. In no case will the video camera record while moving at a speed greater than 30 feet per minute. If the inspection is rejected due to camera speeds exceeding 30 feet per minute, the inspection recordings shall be redone at no additional cost to the City of Waukesha.
- Flow levels within existing sewers to be inspected shall not exceed 5% of the pipe diameter. If water levels prevent adequate televising of the sewer, then conducting the work during low flow periods or other methods like plugging and bypass pumping shall be implemented.
- The survey unit shall be slowed, stopped, or backed-up to perform detailed inspections of significant features. The camera shall be stopped at all defects, changes in material, water level, size, side connections, manholes, junctions, or other unusual areas. When stopped at the defect or feature, the operator shall pan the camera to the area and along the circumference of the pipe.
- The operator shall also record audio of the type of defect or feature, clock position, footage, extent or other pertinent data.
- Audio shall be recorded during each inspection by the operating technician, electronic voice text recognition or approved equal on the inspection video as the sewer is inspected and shall include the sewer location, identification of beginning and terminating manholes including location (address or cross streets), inspection direction, length of inspection, side sewer identification, flow information, complete descriptions of the sewer line conditions as they are encountered, description of the rehabilitation work, reason for termination, and other relevant commentary to the inspections. Voice descriptions should be made: 1) at points of pipe failure or weakness, 2) at points of infiltration, 3) at the location of service connections, 4) at points where unusual conditions are noted, and 5) at points where digital still photos are taken.

- In addition, the audio reports shall include the distance traveled on the specific run, a description of abnormal conditions in the sewer and side sewer connections as they are encountered, explanations for pausing, backing up, or stopping the survey, and the final measured center to center distances between consecutive manholes. The audio portion of the composite video shall be sufficiently free from electrical interference and background noise to provide complete intelligibility of the oral report. Audio dubbing after the inspection is prohibited.
- If the video and/or audio recording is of poor quality, the City of Waukesha has the right to require a re-submittal of the affected sewer sections and the inspection will not be deemed complete until an acceptable video and audio recording is made, submitted to, and accepted by the City of Waukesha.
- Measurement for location of defects and actual length of pipe shall be by means of a calibrated meter on the camera with a digital readout on the video monitor. This readout shall be included in the video recording. Marking on cable, or the like, which would require interpolation for depth of manhole, will not be allowed. Measurement will be accurate to one foot per 100 feet of inspected pipe. Accuracy of the distance meter shall be checked by use of a walking meter, roll-a-tape, or other suitable device, and the accuracy shall be satisfactory to the City of Waukesha.
- All inspections shall be performed by NASSCO PACP certified personnel. Use of PACP certified technicians to review/document defects in the office (post process) is not acceptable.
- Any structural defects found along the main line sewer and laterals shall be immediately brought to the City of Waukesha's attention for a determination of the necessary repair.
- The inspection data shall be compatible with the city's GIS and Asset Management Systems and shall be collected with PipeTech.
- Television Inspection Logs: Electronic media location records shall be kept by the contractor and shall clearly show the location, by distance in 1/10 of a foot, from the center of the starting manhole or structure to each observation during inspection. Observations shall include, but not limited to, infiltration, service connections, unusual conditions, roots, cracks, fractures, broken pipe, presence of scale and corrosion, and other discernible features, as defined in the PACP defect codes, shall be recorded on electronic media and a copy of such records shall be supplied to the City of Waukesha.
- Digital photographs of the pipe condition and all defects shall be taken by the contractor. Photographs shall be located by distance in 1/10 of a foot, from the center of the starting manhole or structure.
- Electronic media recordings collected with including the digital video, images, and data files shall be created for each sewer section inspected. Files shall be submitted on DVD, flash drive, or portable hard drive. The purpose of electronic media recording shall be to supply a visual and audio record of the condition of the sewer lines that may be replayed by the City of Waukesha. Once recorded, the video shall become the property of the City of Waukesha.

The City of Waukesha shall provide maps showing the structure and section numbers to be used.

The contractor shall be notified in writing of any deficiencies revealed by the television inspection that will require repair, following which the contractor shall excavate and make the necessary repairs and schedule a television re-inspection of the repaired or corrected areas. Television re-inspection shall be at the contractor's expense.

D Measurement

The department will measure Pre-Paving Televising Sanitary Lateral by each, acceptably completed. The department will measure Pre-Paving Televising Sanitary Main Line 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.0060.73	Pre-Paving Televising Sanitary Lateral	EACH
SPV.0090.72	Pre-Paving Televising Sanitary Main Line	LF

Payment is full compensation for the above described work.

64. Heavy Duty Silt Fence, Item SPV. 0090.21.

A Description

This special provision describes the delivery, installation, maintenance and removal of Heavy Duty Silt Fence. Install fence as directed by the engineer. Do not remove fence until directed by the engineer. If so directed by the engineer, remove silt at no additional costs. Silt shall be removed before the removal of the fence.

B Materials

Provide Heavy Duty Silt Fence consisting of a composite of woven wire fence fabric, posts, geotextile fabric, sand bags and fasteners to be assembled by the contractor. Woven wire fence fabric shall be a standard field fence type a minimum of 5 feet high, a maximum mesh spacing of 6-inches and minimum 14-¹/₂ gauge wire.

Provide "studded tee" or "U" type metal posts with a minimum length of 8 feet –3 inches and a minimum weight of 1.3 lb/ft.

Provide geotextile fabric meeting the following requirements:

Property	Unit	Test Method	Minimum Average Roll Value
Grab Tensile Strength	LB.	ASTM D4632	380
Grab Tensile Elongation	%	ASTM D4632	50
Puncture Strength	LB.	ASTM D4833	240
Trapezoid Tear Strength	LB.	ASTM D4533	145
Apparent Opening Size	U.S. Standard Sieve	ASTM D4751	170 (0.09 mm)
Permittivity	sec ⁻¹	ASTM D4491	0.7
Water Flow Rate	Gal/min/ft ²	ASTM D4491	50
UV Resistance after 500 hours	% strength retained	ASTM D4355	70

Furnish a manufacturer's Certified Report of Test or Analysis that the geotextile fabric delivered for use in the work meets the above requirements to the engineer at least 15 days prior to use in the work. Provide geotextile fabric bearing markings to clearly identify it with the applicable test report furnished to the engineer.

Supply material in 15'9" wide rolls and cut in half.

Furnish anchor material to hold fence and fabric to existing ground when in wetland areas. Anchoring material of rocks, sandbags, or heavy chain must be acceptable by the engineer.

C Construction

Install the Heavy Duty Silt Fence as directed by the engineer. Space ties and anchors to adequately resist flow, wind, and wave action. Install Heavy Duty Silt Fence within wetlands on the slope intercept line to minimize wetland impacts.

D Measurement

The department will measure Heavy Duty Silt Fence by the linear foot along the fence, 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.0090.21	Heavy Duty Silt Fence	LF

Payment is full compensation for furnishing all materials, assembling, erecting, maintaining, and removing the silt fence.

65. Type UF Cable, 2 Conductor, No. 14, Item SPV.0090.41.**A Description**

This special provision describes furnishing and installing cable for confirmation lights and making all connections conforming to standard spec 655, as shown on the plans and as hereinafter provided.

B Materials

When EVP confirmation lighting is installed in conjunction with traffic signals, conductors from the traffic signal control cabinet to the confirmation light(s) shall be Type UF, two conductor without ground, solid copper conductor cable, size No. 14.

C (Vacant)**D Measurement**

The department will measure Type UF Cable, 2 Conductor, No. 14, by the linear foot of cable, acceptably complete in place.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.41	Type UF Cable, 2 Conductor, No. 14	LF

Payment is full compensation for furnishing and installing cable; for making all connections; for furnishing and installing all connectors, including wire nuts, splice kits, tape, insulating varnish or sealant and ground lug fasteners, for testing; and incidentals necessary to complete the work.

66. 8-Inch Water Main Relocation, SPV.0090.082; 12-Inch Water Main Relocation, SPV.0090.083; 16-Inch Water Main Relocation, SPV.0090.084.

A Description

This special provision describes relocating existing Waukesha Water Utility water main which is in conflict with proposed storm sewer, end walls, rip rap, or other proposed project work. The work shall be according to the Water Main Details and at the locations shown on the Storm Sewer Layout Plans.

A.1 Specifications

All construction and installation shall be according to the *Specifications for Water main & Service Lateral Materials and the Installation of Water Main & Appurtenances for Waukesha Water Utility of the City of Waukesha dated August 29, 2014*, the regulations of the Department of Natural Resources (WDNR), the *Standard Specifications for Sewer and Water Construction in Wisconsin – Sixth Edition*, AWWA Specifications, manufacturers' recommendations and these provisions.

A.2 Site Conditions

Contractor shall view the site prior to bidding to become familiar with the existing conditions. It will be the responsibility of the contractor to work with the utilities located within the right-of-way to resolve conflicts during construction. The location of structures and obstacles shall not be taken as conclusive. Verification to the satisfaction of the contractor shall be assumed as a condition of bidding and therefore the contractor shall be solely responsible for all damages resulting from the contractor's activities.

A.3 Insurance

Contractor shall submit a Certificate of Insurance, as required by the Waukesha Water Utility, indicating that the insurance meets the Waukesha Water Utility's requirements and limits and is in effect for the duration of the project.

A.4 Pre-Construction Meeting

Prior to commencing any water main work, a pre-construction meeting will be conducted. The contractor will not receive approval to undertake any work without a pre-construction meeting or approval of the Waukesha Water Utility.

A.5 Service Provided By Waukesha Water Utility

A.5.1 Staking

Staking will be provided by the Waukesha Water Utility on a one-time basis at no cost to the contractor. After stakes are set, it shall be the contractor's responsibility to protect all survey marks, stakes, nails, etc. Re-staking any portion of the work shall be done at the contractor's expense. The contractor shall provide 72 hours (3 working days) notice of and staking needs.

A.6.2 Inspection

A Waukesha Water Utility representative will provide inspection for all water main installation and abandonment. Contractor shall provide a minimum of 72 hours (3 working days) of the anticipated need for inspection services. No work shall be undertaken without an inspector being on-site or without the permission of the Waukesha Water Utility. Payments may be denied or removal of work may be ordered for work accomplished without an inspector present or without the approval of the Waukesha Water Utility.

Contractor shall be responsible for damage to adjoining buildings and grounds caused during construction. The location of structures and obstacles shall not be taken as conclusive. Verification to the satisfaction of the contractor shall be assumed as a condition of bidding and therefore the contractor shall be solely responsible for all damages resulting from the contractor's activities. Claims for extra cost or time must be submitted in writing to the Waukesha Water Utility prior to proceeding with any work.

A.7 Notification

Contractor shall notify all utilities having facilities in the project area, the police and the fire departments when construction will commence. Notice shall be given 72 hours prior to the start of construction.

B Materials

Furnish materials according to Chapter 4 of the Waukesha Water Utility standard specifications.

Ductile Iron Pipe, Special Thickness Class 52, according to AWWA C151 with cement mortar lining complying with ANSI A-21.4 or AWWA C104 and with asphaltic outside coating 1 mil thick. Factory-manufactured ductile iron / cast iron long pattern sleeves shall be used at the connections to the existing cast iron water main. Joints shall be compact style according to AWWA C153 with cement mortar lining complying with AWWA C104 and with asphaltic outside coating 1 mil thick. All joints shall be restrained.

Contractor shall submit to the Inspector and Owner, for approval, a list of all materials intended to be used prior to ordering and delivery to the job site, including the names of all material suppliers.

Continuous tracer wire shall be installed with all water pipe, including PVC and Ductile Iron water mains. Tracer wire shall be installed in such a manner as to be able to trace all water mains without loss or deterioration of signal. Tracer wire system must pass a conductivity test before final acceptance of the water main installation is accepted by the Waukesha Water Utility. All tracer wire ends must be grounded. At the point of connection between either cast or ductile iron water mains, with any new water main, the tracer wire shall be properly connected to the iron pipe with either a cad weld or a conductivity clamp. Tracer wire shall be placed along the entire length of pipe and fitting and taped at a minimum of every 10 feet to the top of the pipe. Tracer wire shall be kept taut during backfill so the wire does not slide down along the side of the water main. Tracer wire shall be protected from damage during water main installation. No breaks or

cuts in the tracer wire or wire insulation will be permitted. All tracer wire splices shall have the wire end looped a minimum of four times, the joint must be soldered and the connection shall be covered with a waterproof wrap that is approved for underground wire splices.

Tracer wire shall be a minimum of 12 gauge solid core copper electric wire with blue PVC coating and rated for wet conditions, or #12 AW HS-CCS high-strength copper clad steel conductor (HS-CCS), insulated with a 30 mil, high density, high molecular weight polyethylene (HDPE) insulation, and rated for direct burial use at 30 volts. HS-CCS conductor must be 21% conductivity for locating purposes, with minimum break load of 380 pounds. Standard tracer wire is unacceptable.

Whenever Ductile Iron pipe is installed, the contractor shall encase pipe in eight (8) mil polyethylene. The polyethylene shall be furnished in either tube or sheet form. Installation shall be by a method described according to ANSI/AWWA C105/A21.5 - Latest Revision. All joints shall be lapped and taped sufficiently to prevent the soil from coming in contact with the pipe. Contractor shall take care in placing the polyethylene and in backfilling to prevent tearing and puncturing the wrapping and shall conform to the requirements of Chapter 4.4.4 of the Standard Specifications for Sewer and Water Construction in Wisconsin.

Where the existing or new offset water main is within 24 inches of the storm sewer, or where rip rap is placed over existing water main, a minimum of 2-inches of closed cell rigid polystyrene insulation board intended for underground installation shall be placed between the two pipes. The cost for insulation shall be included in the linear foot of pipe being constructed unless called out separately on the plans. Contractor shall provide insulation as noted and offset water main at the size and location noted on the Water Main Details and Storm Sewer Layout plans.

All cast-iron fittings and valves shall be completely wrapped with eight mil polyethylene wrap to protect them from corrosion. If the fitting or valve cannot be wrapped practically in a tube, a double wrap of flat sheet or split tube shall be used. The wrap shall extend approximately 18 inches beyond all joints. All seams shall be taped securely.

Storage of materials for construction will be permitted on the job site with prior approval. Care shall be taken to avoid blocking driveways or interfering with traffic. Materials stored within the street right-of-way shall be barricaded and lighted with emergency flashers.

Bedding material is required 4-Inches under and 12-Inches over the pipe as a minimum. Sand is required around all copper water laterals and brass fittings. The cost for bedding, cover and mechanically compacted granular backfill shall be included in the linear foot of pipe being constructed.

The contractor is responsible for hauling and removal of all surplus excavated material.

C Construction

Install gate valves and valve boxes according to Chapter 6 of the Waukesha Water Utility standard specifications.

Contractor shall be solely responsible for providing trench support according to all applicable State and Federal regulations. The Waukesha Water Utility and Inspector shall be held harmless in all matters regarding shoring and bracing. Side sloping of trenches will not be allowed where damage to sidewalk, curb, structures and underground utilities would be caused by such side sloping.

C.1 Mechanical Compaction

Excavated material or granular backfill shall be mechanically compacted with an initial lift of 2-feet and subsequent lifts of 1-foot, according to Section 2.6.14 (b) of the Standard Specifications for Sewer & Water Construction in Wisconsin – Sixth Edition. Any deficiency in quantity of backfill material (caused by shrinkage or settlement) shall be supplied at no additional cost to the Owner. The cost of mechanically compacted backfill shall be included in the cost of linear foot of pipe being installed.

The Waukesha Water Utility has contracted with a soil testing firm to perform compaction testing on the trenches for all projects. The contractor for this project will be required to meet a minimum compaction of 90% Standard Proctor Density in the bottom three feet and a minimum compaction of 95% Standard Proctor Density in the top three feet of the excavated material or granular backfill. Testing will be done at no cost to the contractor.

C.2 Testing

All water mains shall be tested in full accordance with the requirements of Chapter 4.15.0 and Section 5.5.18 of the Standard Specifications for Sewer and Water Construction in Wisconsin.

All water mains (connections, pipe, and fittings) shall be disinfected by swabbing with a strong chlorinated solution. At the completion of construction, the relocated water main segment shall be flushed by opening a nearby hydrant. Contractor shall provide a clean fire hose or other approved device to directly convey the flushed water into the storm sewer. The fire hydrant and storm sewer structure shall be selected to comply with approved traffic control plans. These flushing methods must use the appropriate number of hoses or other DIRECT conveyance devices to reach the minimum water flow rate of 2½ feet per second of water flow in the main as required for proper flushing. These hoses or devices must be supplied, installed and removed by the contractor. THE WATER MUST BE DISCHARGED IN SUCH A MANNER AS TO NOT PROMOTE EROSION OF THE AREA OR MOVEMENT OF SITE MATERIALS OFF SITE OR INTO THE STORM SEWER SYSTEM. This may require discharge directly into an established storm sewer inlet, or conveyance to a clean and paved surface to utilize the existing curbs and storm sewer system. Flow of water from flushing or testing directly across disturbed surfaces will not be allowed. Flow of water within an existing curb and gutter line will only be allowed if the area is completely free of gravel and debris and if the flow fully remains on the undisturbed surface. It may be necessary to remove the inlet protection used during

construction for the periods when flushing is occurring; these protections must be properly replaced when flushing has ended. Depending on the situation, it may also be necessary to stub up a temporary storm sewer inlet at flushing points if the distance to an established storm sewer system is too great.

C.3 Coordination

Contractor shall coordinate the following with Waukesha Water Utility:

Existing valves and hydrants shall be operated only by Waukesha Water Utility personnel or in the presence of the inspector, as authorized by Waukesha Water Utility.

Contractor shall coordinate with Waukesha Water Utility all work associated with connecting the offset water main to the old water main. The Waukesha Water Utility will assist in turning the existing valves to isolate these areas for the installation of the water main offsets. The water mains will not be allowed to be shut down before 8:00 AM. Contractor shall be responsible for notifying all customers when their water will be shut off. Notification should be done at least 24 hours prior to shut down whenever possible. No extra costs or change orders will be allowed for down time associated with the Waukesha Water Utility crews turning the water off or on.

A schedule showing tentative dates for water main construction shall be provided to the Water Utility at least 2 weeks prior to construction. Contractor shall provide 72 hours (3 work days) notice of the anticipated need for inspection services. No work shall be undertaken without an inspector being on site without the permission of the Waukesha Water Utility. Payments may be denied, or removal of work may be ordered, for work accomplished without an inspector present or without the approval of the Owner.

Waukesha Water Utility will provide inspection services for this work and shall be notified a minimum of 3 days prior to the work being performed.

Adjustment of valve boxes or curb stops. Contractor shall identify proposed grade changes that affect valve boxes or curb stops and notify Waukesha Water Utility providing at least 24 hour notice.

D Measurement

The department will measure 8-Inch Water Main Relocation, 12-Inch Water Main relocation and 16-Inch Water Main Relocation 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.0060.82	8-Inch Water Main relocation	LF
SPV.0090.83	12-Inch Water Main relocation	LF
SPV.0090.84	16-Inch Water Main relocation	LF

Payment is full compensation for furnishing all furnishing, assembling, erecting, maintaining, and removing the water main; for necessary materials, excavation, backfill, compaction and maintenance of trenches; and for hauling and disposal.

67. Concrete Pavement Joint Layout, Item SPV.0105.01.

A Description

This special provision describes providing a concrete pavement or concrete base joint layout design for intersections and marking the location of all joints in the field.

B (Vacant)

C Construction

Plan and locate all points necessary to establish the horizontal position of the transverse and longitudinal joints in the concrete to prevent uncontrolled cracking. Submit a joint layout design to the engineer before paving each intersection. Mark the location of all concrete joints in the field. Follow the plan details for joints in concrete making adjustments as required to fit field conditions.

D Measurement

The department will measure Concrete Pavement Joint Layout as a single lump sum unit for all joint layout designs and marking, acceptably completed under the contract.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.01	Concrete Pavement Joint Layout	LS

Payment is full compensation for providing the intersection joint layout designs and marking all joints in the field. The department will adjust pay for crack repairs as specified in standard spec 415.5.3.

68. Remove Traffic Signals, USH 18 and CTH TT, Item SPV.0105.41.

A Description

This special provision describes removing existing traffic signals at the intersections of USH 18 and CTH TT according to the pertinent provisions of standard spec 204 and as hereinafter provided. Specific removal items are noted in the plans.

B (Vacant)

C Construction

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

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

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

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

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

D Measurement

The department will measure Remove Traffic Signals (location) as a single lump sum unit of work for each intersection, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.41	Remove Traffic Signals, USH 18 and CTH TT	LS

Payment is full compensation for removing, disassembling traffic signals, scrapping of some materials, disposing of scrap material and for delivering the requested materials to the department.

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69. Remove Traffic Signals, CTH TT and Northview Road, Item SPV.0105.42.

A Description

This special provision describes removing existing temporary traffic signals at the intersection CTH TT and Northview Road according to the pertinent provisions of standard spec 204 and as hereinafter provided. Specific removal items are noted in the plans.

B (Vacant)

C Construction

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

Notify Fred Patzer in the Waukesha County Electrical Unit, at (262) 424-9129 at least three working days prior to the removal of the traffic signals. Complete the removal work as soon as possible following shut down of this equipment.

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

All existing above ground traffic signal equipment being removed (cabinets and contents, poles, cameras, signal faces, pedestrian push buttons, etc.) shall be removed and returned to Waukesha County. Properly dispose of the all signal cable, internal wires and street lighting cable. Deliver the remaining materials to the Waukesha County public works storage facility located at 1801 Woodburn Rd, Waukesha, WI 53188. Contact Fred Patzer in the Waukesha County Electrical Unit, at (262) 424-9129 at least three working days prior to delivery to make arrangements.

D Measurement

The department will measure Remove Traffic Signals (location) as a single lump sum unit of work for each intersection, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.42	Remove Traffic Signals, CTH TT and Northview Road	LS

Payment is full compensation for removing, disassembling traffic signals, scrapping of some materials, disposing of scrap material and for delivering the requested materials to Waukesha County.

70. Remove Loop Detector Wire and Lead-in Cable, USH 18 and CTH TT, Item SPV.0105.43.

A Description

This special provision describes removing loop detector wire and lead-in cable at the intersection of USH 18 and CTH TT. Removal will be according to standard spec 204, as shown in the plans, and as hereinafter provided.

B (Vacant)**C Construction**

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

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

D Measurement

The department will measure Remove Loop Detector Wire and Lead-in Cable (location) as a single lump sum unit of work for each intersection, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.43	Remove Loop Detector Wire and Lead in Cable, USH 18 and CTH TT	LS

Payment is full compensation for removing, scrapping, and disposing of material and incidentals necessary to complete the contract work.

71. Install State-Furnished Traffic Signal Cabinet, USH 18/STH 318 and Summit Avenue, Item SPV.0105.45; STH 318 and Northview Road, Item SPV.0105.46.

A Description

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

B Materials

Pick up the state-furnished materials at the department's Electrical Shop located at 935 South 60th Street, West Allis. Notify the department's Electrical Field Unit at (414) 266- 1170 and make arrangements for picking up the materials five working days prior to picking the materials up. The department will provide notification at the preconstruction meeting of the traffic signal cabinet vendor and provide the vendor's contact information.

The region signal engineer will provide the project plans and specifications to the department's traffic signal cabinet vendor prior to scheduled field installation. It shall be the contractor's responsibility to deliver the traffic signal cabinet from the department's Electrical Shop to the site location.

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

C Construction

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

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

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

D Measurement

The department will measure Install State-Furnished Traffic Signal Cabinet as a single lump sum unit of work, in place and accepted.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.45	Install State-Furnished Traffic Signal Cabinet, USH 18/STH 318 and Summit Avenue	LS
SPV.0105.46	Install State-Furnished Traffic Signal Cabinet, STH 318 and Northview Road	LS

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

72. EVP Detector Head Installation, USH 18/STH 318 and Summit Avenue, Item SPV.0105.47; STH 318 and Northview Road, Item SPV.0105.48.

A Description

This special provision describes the transporting and installing of department furnished Emergency Vehicle Preemption (EVP) Detector Heads, EVP Confirmation Lights and EVP Detector Head Mounting Brackets at the intersections of USH 18/STH 318 and Summit Avenue and STH 318 and Northview Road.

B Materials

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

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

C Construction

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

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

D Measurement

The department will measure transporting and installing of department furnished Emergency Vehicle Preemption (EVP) Detector Head, EVP Confirmation Lights and EVP Detector Head Mounting Brackets as a single lump sum unit of work, in place and accepted.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.47	EVP Detector Head Installation, USH 18/STH 318 and Summit Avenue	LS
SPV.0105.48	EVP Detector Head Installation, STH 318 and Northview Road	LS

Payment is full compensation for transporting and installing of department furnished Emergency Vehicle Preemption (EVP) Detector Heads, EVP Confirmation Lights and EVP Detector head Mounting Brackets; and incidentals necessary to complete this item of work.

73. Transporting Signal and Lighting Materials at USH 18/STH 318 and Summit Avenue, Item SPV.0105.49; STH 318 and Northview Road, Item SPV.0105.50.

A Description

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

B Materials

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

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

C (Vacant)**D Measurement**

The department will measure Transporting Signal and Lighting Materials at (Intersection) as a single lump sum unit of work, in place and accepted.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.49	Transporting Signal and Lighting Materials at USH 18/STH 318 and Summit Avenue	LS
SPV.0105.50	Transporting Signal and Lighting Materials at STH 318 and Northview Road	LS

Payment is full compensation for transporting the monotube poles, monotube arms and luminaire arms (to be installed on monotubes). Installation of these materials is included under a separate pay item.

74. Temporary Vehicle Detection System, USH 18/STH 318 and Summit Avenue, Item SPV.0105.51; STH 318 and Northview Road, Item SPV.0105.52.

A Description

This work shall consist of furnishing, installing, maintaining and placing into operation a temporary non-intrusive vehicle detection system (NIVDS) as shown on the plans, and as directed by the engineer in the field.

B Materials

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

All detection equipment, components, and terminations supplied under this item shall be fully compatible with the temporary traffic signal controller supplied for the project. The system architecture shall fully support Ethernet networking of system components. All required interface equipment needed for transmitting and receiving data shall be provided with the NIVDS.

The NIVDS shall provide flexible detection zone placement anywhere and at any orientation. Preferred detector configurations shall be detection zones placed across lanes of traffic for optimal count accuracy, detection zones placed parallel to lanes of traffic for optimal presence detection accuracy of moving or stopped vehicles. Detection zones shall be able to be overlapped for optimal road coverage.

C Construction

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

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

The non-intrusive vehicle detection system, as shown in the traffic signal construction plans, shall be complete, in place, tested, and in full operation during each stage of construction.

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

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

D Measurement

The department will measure Temporary Vehicle Detection System for Intersect (Location) as a single lump sum unit of work, 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.0105.51	Temporary Vehicle Detection System, USH 18/STH 318 and Summit Avenue	LS
SPV.0105.52	Temporary Vehicle Detection System, STH 318 and Northview Road	LS

Payment is full compensation for furnishing and installing the temporary non-intrusive vehicle detection system, including cabling, mounting brackets, mounting hardware, terminations, interface panels, testing and set up; for periodic checking and resetting of detection zones; for periodic cleaning for dirt and dust build-up; and for removing all equipment at the completion of the project

75. Temporary Infrared EVP System USH 18/STH 318 and Summit Avenue, Item SPV.0105.53; STH 318 and Northview Road, Item SPV.0105.54.

A Description

This special provision describes furnishing, installing, and maintaining temporary infrared EVP systems at the temporary signalized intersection as shown in the plans.

B Materials

Furnish an infrared emergency vehicle preemption system compatible with the City of Waukesha system and users. Contact the City of Waukesha Engineering Department, Alex Damien, (262) 524-3907, adamien@ci.waukesha.wi.us for information regarding the equipment needs and operational requirements of the emergency vehicle preemption system.

C Construction

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

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

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

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

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

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

D Measurement

The department will measure Temporary Infrared EVP System (Location), furnished, installed, and completely operational, as a single complete unit of work per intersection, complete in place and accepted.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.53	Temporary Infrared EVP System, USH 18/STH 318 and Summit Avenue	LS
SPV.0105.54	Temporary Infrared EVP System, STH 318 and Northview Road	LS

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

76. Water for Seeded Areas, SPV.0120.01.

A Description

This special provision describes furnishing, hauling and applying water to the seeded areas as directed by the engineer, and as hereinafter provided.

B Materials

When watering seeded areas, use clean water, free of impurities or substances that might injure the seed.

C Construction

If rainfall is not sufficient, keep all seeded areas thoroughly moist by watering or sprinkling. Water for 30 days after seed placement or as the engineer directs. Apply water in a manner to preclude washing or erosion. Do not leave the topsoil un-watered for more than 3 days during the 30-day period unless the engineer determines that it is excessively wet and does not require watering. The equivalent of one inch of rainfall per week is considered the minimum.

D Measurement

The department will measure Water for Seeded areas by volume by thousand gallon units (MGAL), acceptably completed. The department will determine volume by engineer-approved meter or from tanks of known capacity.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0120.01	Water for Seeded Areas	MGAL

Payment is full compensation for furnishing, hauling, and applying water to the seeded areas.

77. Geogrid Reinforcement, Item SPV.0180.01.**A Description**

This special provision describes furnishing and installing geogrids for subgrade stabilization, base reinforcement, or pavement structure applications according to the plans, standard spec 645, and as hereinafter provided.

B Materials

Provide geogrid that consists of either single or joined multiple layers of a uniform rectangular grid of bonded, formed, or fused polymer tensile strands crossing with a nominal right angle orientation. The polymer shall consist of polyester, polypropylene, polyamide, or polyethylene. The grid shall maintain dimensional stability during handling, placing, and installation. The geogrid shall be insect, rodent, mildew, and rot resistant. Minimum geogrid width shall be 6.0 feet.

Provide geogrid that complies with the following physical properties:

Test	Method	Value ⁽¹⁾
Tensile Strength at 5% Strain, Both Principal Directions (lb/ft)	ASTM D 4595 ⁽²⁾	450 min.
Flexural Rigidity Both Principal Directions (mg-cm)	ASTM D 1388 ⁽³⁾	150,000 min.
Aperture Area (in ²)	Inside Measurement ⁽⁴⁾	5.0 max
Aperture Dimension (in)	Inside Measurement ⁽⁴⁾	0.5 min.

- ⁽¹⁾ All numerical values represent minimum/maximum average roll values, i.e. the average minimum test results on any roll in a lot should meet or exceed the minimum specified value.
- ⁽²⁾ The tensile strength (T) of a joined multi-layered geogrid shall be computed using the following equation:

where

n = the number of individual layers in the joined multi-layered geogrid,

t = the tensile strength of a single layer of geogrid as determined using testing method ASTM D4595, and

f = reduction factor based on the number of layers comprising the multi-layered system and determined by the equation $f=1.00 - [0.04(n - 1)]$.

- ⁽³⁾ Values shall be determined by Option “A” (Cantilever Test) of testing method ASTM D1388 using test specimens that are 36 inches ± 0.04 inch long. Test specimen widths for differing geogrids shall be variable and equal to one element plus $\frac{1}{2}$ the aperture width on both sides of that element. An element is defined as the minimum number of parallel strands that form a distinguishable repeating pattern.
- ⁽⁴⁾ Aperture Area and Aperture Dimension for joined multi-layer geogrids shall be determined based on measurement of a single layer of the geogrid.

Protect the geogrid from ultraviolet radiation and from damage due to shipping and handling. Keep the geogrid dry until it is installed. The geogrid rolls shall be clearly marked to identify the material contained.

Deliver a sample of the geogrid material to the engineer at least ten days prior to its incorporation into the work. At the same time, furnish a manufacturer’s Certified Report of Test or Analysis that verifies that the geogrid delivered for use on the work meets the above requirements. Samples of geogrid for test purposes will be obtained from the job site for each 10,000 square yards or portions thereof used on the contract.

C Construction

Prior to placement of the geogrid, bring the indicated placement surface to the required lines, grades, and dimensions as shown on the plans. Smooth and shape the surface to eliminate any rocks, clods, roots, or other items that may cause damage to the geogrid during placement or covering.

Place the geogrid on the prepared surface at the locations and to the limits as shown on the plans. After placement, pull the geogrid taut and secure it using pins, clips, staples, or other devices to prevent movement or displacement. Place parallel strips of geogrid with a minimum overlap of 24 inches. Lap butt joints between roll ends a minimum of 12 inches. Fasten all lapped sections together by using ties, straps, clips, or other devices to develop a secure joint that meets the approval of the engineer. No vehicles or construction equipment shall be permitted to operate directly on the geogrid.

Cover small rips, tears, or defects in the geogrid with an additional section of geogrid; secure the additional geogrid in place so that it overlaps the damaged area by at least 3 feet in all directions. Remove and replace geogrid sections with large rips, tears, defects, or other damage at the direction of the engineer. Take responsibility for all costs to repair or replace damaged or defective geogrid.

After placement, cover the geogrid to the indicated depth with the type of material required on the plans or in the special provisions. Placing, spreading, and compacting of this material shall comply with the applicable sections of the standard specifications or special provisions except that the initial lift of material placed on the geogrid must be at least 4 inches. Place, spread, and compact the required backfill material so that the geogrid is not displaced or damaged. The engineer may require changes in equipment and/or operations to prevent such damage or displacement.

D Measurement

The department will measure Geogrid Reinforcement by the square yard of surface area upon which the geogrid has been placed and accepted.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0180.01	Geogrid Reinforcement	SY

Payment is full compensation for furnishing, transporting, and installing the geogrid; furnishing and installing all devices and materials necessary to join or secure the geogrid in place.

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78. Water Main Insulation, 2-Inch; Item SPV.0180.82.

A Description

This special provision describes furnishing and installing water main insulation according to the plans and as hereinafter provided.

B Materials

Provide water main insulation as shown on the plans.

All insulation shall be closed cell rigid 2-inch polystyrene insulation board.

C Construction

Prior to placement of the insulation board, bring the indicated placement surface to the required lines, grades, and dimensions as shown on the plans. Smooth and shape the surface to eliminate any rocks, clods, or other items that may cause damage to the insulation board during placement or covering.

Where the existing water mains are within 24-inches of the storm sewer, or where rip rap is placed over existing water main, a minimum of 2-inches of closed cell rigid polystyrene insulation board intended for underground installation shall be placed between the two pipes.

Contractor shall provide insulation at the size and location as noted on the Water Main Details and Storm Sewer Layout plans.

Place the water main insulation board on the prepared surface at the locations and to the limits as shown on the plans. No vehicles or construction equipment shall be permitted to operate directly on the board.

After placement, cover the insulation board to the indicated depth with the type of material required on the plans or in the special provisions. Placing, spreading, and compacting of this material shall comply with the applicable sections of the standard specifications or special provisions. Place, spread, and compact the required backfill material so that the insulation board is not displaced or damaged. The engineer may require changes in equipment and/or operations to prevent such damage or displacement.

D Measurement

The department will measure Water Main Insulation, 2-Inch by the square yard of surface area upon which the insulation board has been placed and accepted.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0180.82	Water Main Insulation, 2-Inch	SY

Payment is full compensation for furnishing, transporting, and installing the water main insulation.

79. Cold Patch, Item SPV.0195.01.

A Description

This special provision describes furnishing, stockpiling, placing, and maintaining cold patch material. Use the cold patch material for short term maintenance purposes to fill potholes/voids in the existing pavement surface that the engineer deems necessary.

B Materials

B.1 General

Furnish cold patch that is a combination of course aggregate, natural sand and bituminous material MC-250. Design the mixture to have: a workability range of 15-100° F without the addition of heat, good adhesion to wet surfaces, and resistance to damage by water, salt and deicing products. Design a uniform mixture that does not require any mixing or special handling prior to use.

B.2 Gradations

Conform to the following gradation requirements:

SIEVE SIZE	PERCENT PASSING (by weight)
1/2 Inch (12.5mm)	100
3/8 Inch (9.5mm)	90 - 100
No. 4 (4.75 mm)	90 Max
No. 8 (2.38mm)	20 - 65
No. 200 (.074mm)	2 - 10
Bitumen	4.8 - 5.4

B.3 Contracts With Less Than 10 Tons of Mixture

The engineer may waive QC testing on contracts with less than 10 tons of mixture. If testing is waived, acceptance will be by visual inspection unless defined otherwise by contract change order.

B.4 Temporary Pavements

The engineer may waive all testing for temporary cold patch, defined for this purpose as cold patch that will be placed and removed before contract completion.

C Construction

C.1 General

Choose a smooth, firm, and well-drained area for an on-site covered stockpile that is cleared of vegetation and foreign material that may contaminate the cold patch. Make the stockpile easily accessible, maintainable and replenishable at any time during the project. The stockpile is not to exceed 10 tons on site at any given time unless approved by the engineer. Remove and dispose of any unused portions of the stockpile at the completion of the project unless otherwise directed by the engineer.

Application of the cold patch must be able to be accomplished by hand labor. Remove all ponded water and loose debris prior to filling any potholes/voids. Place material into the pothole/void and compact flush with a tamper, roller, or vehicle tire. Traffic must be able to travel over the patch immediately after installation.

D Measurement

The department will measure Cold Patch by the ton stockpiled on site, 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.0195.01	Cold Patch	Ton

Payment for cold patch is full compensation for the patch; preparing the pothole/void for material furnishing and providing a covered stockpile of material, compacting, and maintaining and for removal and disposal of any unused portions of the stockpile at the completion of the project.

80. Reconstructing Sanitary Manholes, Item SPV.0200.72.

Conform to standard spec 611, except revise standard spec 611.3.5 and standard spec 611.3.7 with the following:

A Description

This special provision amendment describes replacement or addition of the barrel, cone, chimney, frame, and cover. The barrel and cone sections shall be replaced in those locations indicated on the plans, and shall consist of a precast barrel and cone or slab section as site conditions dictate. The entire chimney shall be replaced with adjustment rings manufactured from ARPRO Expanded Polypropylene (EPP). Remove all existing rings and do not mix concrete and EPP rings.

B Materials

The rings shall be manufactured using a high compression molding process to produce a finished density of 120 g/l (7.5 pcf). Material shall be Pro-Ring as supplied by Cretex Specialty Products.

Any non-shrink mortar grout shall be Ipatop-Penngrout manufactured by IPA Systems, Inc. (www.ipasystems.com) or engineer approved equal. The material shall contain a balanced blend of washed and graded silica sand, finely ground Portland cement, and applicable special additive(s). Contractor must supply the engineer with verification of the product used.

Any adhesive or sealant used for watertight installation of the Pro-Ring manhole grade adjustment rings shall be M-1 Structural Adhesive/Sealant or equal meeting the following specifications:

- ASTM C-920, Type S, Grade NS, Class 25, Uses NT, T, M, G, A and O.
- Federal Specification TT-S-00230-C Type II, Class A.
- Corps of Engineers CRD-C-541, Type II, Class A.
- Canadian Standards Board CAN 19, 13-M82.
- AAMA 802.3-08 Type II, AAMA 803.3-08 Type I and AAMA 805.2-08 Group C.

No other material shall be used in the construction of the chimney section beyond those materials indicated above. This includes wood shims, bricks, stones, etc.

C Construction

Reuse existing sanitary frames and covers for the following manholes owned by the City of Pewaukee:

- Station 324+00, 80' LT along Meadowbrook Road
- Station 47+14, 13' RT along Northview Road
- Station 44+70, 11' RT along Northview Road

Pick up new sanitary frames and covers for manholes owned by the City of Waukesha from the City of Waukesha Municipal Garage at 300 Sentry Drive. Contact Joe Deleon, (262) 524-3615, to make arrangements.

- Station 43+10, 75' LT along Summit Avenue
- Station 44+50, 60' LT along Summit Avenue
- Station 46+45, 50' LT along Summit Avenue
- Station 48+94, 2' LT along gas station driveway

The adjustment rings shall be installed as follows:

- Installation and surface preparation shall be in accordance to the manufacturer's instructions.
- Repair any surface defects or irregularities of the top of the manhole using a uniform bed of non-shrink grout meeting the requirements noted below.
- The joint between the first grade ring and manhole cone shall be sealed using an adhesive/sealant meeting the requirements noted below.
- The joints between all manhole adjustment rings shall be sealed using an adhesive/sealant noted below.
- The joint between the top manhole adjustment ring and the frame shall not be sealed with adhesive/sealant. This joint will be sealed with an internal frame-chimney seal.
- All castings shall be centered over the opening of the corbel and adjusting rings. The top adjusting ring upon which the casting is set shall be level from side to side unless a pitch is required to match the existing surface in paved areas.

The contractor must adjust all manholes to final pavement grade. No other material shall be used in the construction of the chimney section beyond those materials specified. This includes shims of any material, bricks, stones, etc. If after pavement placement, foreign material is discovered (i.e. shims) in a chimney, the pavement surrounding the structure shall be removed and replaced at the contractor's expense to the limits described below:

Required correction at manholes in concrete pavement:

- The contractor shall sawcut the concrete pavement along longitudinal and transverse joints in order to re-set the manhole chimney according to the specifications. The concrete areas to be removed must be full panels.
- Place new concrete around the manhole according to the concrete pavement section of these specifications.

Required correction at manholes in HMA pavement:

- The contractor shall sawcut the HMA pavement that is to be removed in order to re-set the manhole chimney according to the specifications.
- The HMA surface shall be milled from the flange to the nearest HMA pavement joint (if the structure is in the centerline, the area to be milled is flange to flange). The length of the milled area shall be equal to the width.
- The lower courses around the manhole shall be replaced and compacted.
- Place a tack coat and pave a new surface lift of HMA pavement that matches the existing HMA pavement and the re-set manhole.
- The seam created at the existing HMA pavement shall be infrared heated to blend and fuse the new HMA pavement to the existing.

D Measurement

The department will measure Reconstructing Sanitary Manholes per vertical 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.0200.72	Reconstructing Sanitary Manholes	VF

Payment for Reconstructing Sanitary Manholes is full compensation for providing and installing all required materials.

**ADDITIONAL SPECIAL PROVISION 1 (ASP 1)
FOR TRANSPORTATION ALLIANCE FOR NEW SOLUTIONS (TrANS)
PROGRAM EMPLOYMENT PLACEMENTS AND APPRENTICESHIPS**

The Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), Section 5204(e) – Surface Transportation Workforce Development Training and Education, provides for 100 percent Federal funding if the core program funds are used for training, education, or workforce development purposes, including “pipeline” activities. The core programs includes: Congestion Mitigation and Air Quality Improvement (CMAQ) Program, Highway Bridge Program (HBP), Interstate Maintenance (IM), National Highway System (NHS), and Surface Transportation Program (STP). These workforce development activities cover surface transportation workers, including OJT/SS programs for women and minorities as authorized in 23 U.S.C. §140(b).

TrANS is an employment program originally established in 1995 in Southeastern Wisconsin. Currently TrANS has expanded to include TrANS program locations to serve contractors in Southeast (Milwaukee and surrounding counties), Southcentral (Dane County and surrounding counties including Rock County), and most Northeastern Wisconsin counties from locations in Keshena, Rhinelander and surrounding far Northern areas. TrANS attempts to meet contractor’s needs in other geographic locations as possible. It is an industry driven plan of services to address the outreach, preparation, placement and retention of women, minorities and non-minorities as laborers and apprentices in the highway skilled trades. These candidate preparation and contractor coordination services are provided by community based organizations. For a list of the TrANS Coordinators contact the Disadvantaged Business Enterprise Office at (414) 438-4583 in Milwaukee or (608) 266-6961 in Madison. These services are provided to you at no cost.

I. BASIC CONCEPTS

Training reimbursements to employing contractors for new placements, rehires or promotions to apprentice of TrANS Program graduates will be made as follows:

- 1) **On-the-Job Training, Item ASP.1T0G, ASP 1 Graduate.** At the rate of \$5.00 per hour on federal aid projects when TrANS graduates are initially hired, or seasonally rehired, as unskilled laborers or the equivalent.

Eligibility and Duration: To the employing contractor, for up to 2000 hours from the point of initial hire as a TrANS program placement.

Contract Goal: To maintain the intent of the Equal Employment Opportunity program, it is a goal that 8 (number) TrANS Graduate(s) be utilized on this contract.

- 2) **On-the-Job Training, Item ASP.1T0A, ASP 1 Apprentice.** At the rate of \$5.00 per hour on federal aid projects at the point when an employee who came out of the TrANS Program is subsequently entered into an apprenticeship contract in an underutilized skilled trade (this will include the Skilled Laborer Apprenticeship when that standard is implemented).

Eligibility and Duration: To the employing contractor, for the length of time the TrANS graduate is in apprentice status.

Contract Goal: To maintain the intent of the Equal Employment Opportunity program, it is a goal that 4 (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 (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.
- (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.
 - 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 or by calling 608-267-3849.

17.DB E 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 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. 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

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 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 PROVISIONS 5**Fuel Cost Adjustment****A Description**

Fuel Cost Adjustments will be applied to partial and final payments for work items categorized in Section B as a payment to the contractor or a credit to the department. ASP-5 shall not apply to any force account work.

B Categories of Work Items

The following items and Fuel Usage Factors shall be used to determine Fuel Cost Adjustments:

(1) Earthwork.		Unit	Gal. Fuel Per Unit
205.0100	Excavation Common	CY	0.23
205.0200	Excavation Rock	CY	0.39
205.0400	Excavation Marsh	CY	0.29
208.0100	Borrow	CY	0.23
208.1100	Select Borrow	CY	0.23
209.1100	Backfill Granular Grade 1	CY	0.23
209.1500	Backfill Granular Grade 1	Ton	0.115
209.2100	Backfill Granular Grade 2	CY	0.23
209.2500	Backfill Granular Grade 2	Ton	0.115
350.0102	Subbase	CY	0.28
350.0104	Subbase	Ton	0.14
350.0115	Subbase 6-Inch	SY	0.05
350.0120	Subbase 7-Inch	SY	0.05
350.0125	Subbase 8-Inch	SY	0.06
350.0130	Subbase 9-Inch	SY	0.07
350.0135	Subbase 10-Inch	SY	0.08
350.0140	Subbase 11-Inch	SY	0.09
350.0145	Subbase 12-Inch	SY	0.09

C Fuel Index

A Current Fuel Index (CFI) in dollars per gallon will be established by the Department of Transportation for each month. The CFI will be the price of No. 2 fuel oil, as reported in U.S. Oil Week, using the first issue dated that month. The CFI will be the average of prices quoted for Green Bay, Madison, Milwaukee and Minneapolis.

The base Fuel Index (BFI) for this contract is \$1.50 per gallon.

D Computing the Fuel Cost Adjustment

The engineer will compute the ratio CFI/BFI each month. If the ratio falls between 0.85 and 1.15, inclusive, no fuel adjustment will be made for that month. If the ratio is less than 0.85 a credit to the department will be computed. If the ratio is greater than 1.15 additional payment to the contractor will be computed. Credit or additional payment will be computed as follows:

- (1) The engineer will estimate the quantity of work done in that month under each of the contract items categorized in Section B.
- (2) The engineer will compute the gallons of fuel used in that month for each of the contract items categorized in Section B by applying the unit fuel usage factors shown in Section B.
- (3) The engineer will summarize the total gallons (Q) of fuel used in that month for the items categorized in Section B.
- (4) The engineer will determine the Fuel Cost Adjustment credit or payment from the following formula:

$$FA = \left(\frac{CFI}{BFI} - 1 \right) \times Q \times BFI$$

(plus is payment to contractor; minus is credit to the department)

Where	FA	=	Fuel Cost Adjustment (plus or minus)
	CFI	=	Current Fuel Index
	BFI	=	Base Fuel Index
	Q	=	Monthly total gallons of fuel

E Payment

A Fuel Cost Adjustment credit to the department will be deducted as a dollar amount each month from any sums due to the contractor. A Fuel Cost Adjustment payment to the contractor will be made as a dollar amount each month.

Upon completion of the work under the contract, any difference between the estimated quantities and the final quantities will be determined. An average CFI, calculated by averaging the CFI for all months that fuel cost adjustment was applied, will be applied to the quantity differences. The average CFI shall be applied in accordance with the procedure set forth in Section D.

ADDITIONAL SPECIAL PROVISION 6
ASP 6 - Modifications to the standard specifications

Make the following revisions to the standard specifications:

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 ^[1]	+1.3/-1.0	+1.0/-0.7
VMA in percent ^[2]	- 0.5	- 0.2

^[1] For SMA, JMF limits are +/-1.3 and warning limits are +/-1.0.

^[2] 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^[1]

LOCATION	LAYER	PERCENT OF TARGET MAXIMUM DENSITY		
		MIXTURE TYPE		
		LT and MT	HT	SMA ^[5]
TRAFFIC LANES ^[2]	LOWER	93.0 ^[3]	93.0 ^[4]	—
	UPPER	93.0	93.0	—
SIDE ROADS, CROSSOVERS, TURN LANES, & RAMPS	LOWER	93.0 ^[3]	93.0 ^[4]	—
	UPPER	93.0	93.0	—
SHOULDERS & APPURTENANCES	LOWER	91.0	91.0	—
	UPPER	92.0	92.0	—

^[1] 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.

^[2] Includes parking lanes as determined by the engineer.

^[3] Minimum reduced by 2.0 percent for a lower layer constructed directly on crushed aggregate or recycled base courses.

^[4] Minimum reduced by 1.0 percent for a lower layer constructed directly on crushed aggregate or recycled base courses.

^[5] 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^[1]

PERCENT LOT DENSITY ABOVE SPECIFIED MINIMUM	PAY ADJUSTMENT PER TON ^[2]
From -0.4 to 1.0 inclusive	\$0
From 1.1 to 1.8 inclusive	\$0.40
More than 1.8	\$0.80

^[1] SMA pavements are not eligible for density incentive.

^[2] 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 1st Tier and DBE Payments During Construction
1. Comply with reporting requirements specified in the department's Civil Rights Compliance, Contractor's User Manual, Sublets and Payments.
 2. Report payments to all DBE firms within 10 calendar days of receipt of a progress payment by the department or a contractor for work performed, materials furnished, or materials stockpiled by a DBE firm. Report the payment as specified in A(1) for all work satisfactorily performed and for all materials furnished or stockpiled.
 3. Report payments to all first tier subcontractor relationships within 10 calendar days of receipt of a progress payment by the department for work performed. Report the payment as specified in A(1) for all work satisfactorily performed.
 4. All tiers shall report payments as necessary to comply with the DBE payment requirement as specified in A(2).
 5. Require all first tier relationships, DBE firms and all other tier relationships necessary to comply with the DBE payment requirement in receipt of a progress payment by contractor to acknowledge receipt of payment as specified in A(1), (2), (3) and (4).
 6. All agreements made by a contractor shall include the provisions in A(1), (2), (3), (4) and (5), and shall be binding on all first tier subcontractor relationships and all contractors and subcontractors utilizing DBE firms on the project.
- B. Costs for conforming to this special provision are incidental to the contract.

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.

Effective with February 2017 Letting

**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.

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
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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 130,000 lbs and over; Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of 100 tons or less; Cranes, Tower Cranes, and Derricks with boom, leads, and/or jib lengths 175 ft or less; Caisson Rigs; Pile Driver

GROUP 3: Backhoes (Excavators) weighing under 130,000 lbs; Travelling Crane (bridge type); Milling Machine; Concrete Paver over 27 E; Concrete Spreader and Distributor; Concrete Laser Screed; Concrete Grinder and Planing Machine; Slipform Curb and Gutter Machine; Boring Machine (Directional); Dredge Operator; Skid Rigs; over 46 meter Concrete Pump.

GROUP 4: Hydraulic Backhoe (tractor or truck mounted); Hydraulic Crane, 10 tons or less; Tractor, Bulldozer, or End Loader (over 40 hp); Motor Patrol; Scraper Operator; Bituminous Plant and Paver Operator; Screed-Milling Machine; Roller over 5 tons; Concrete pumps 46 meter and under; Grout Pumps; Rotec type machine; Hydro Blaster, 10,000 psi and over; Rotary Drill Operator; Percussion Drilling Machine; Air Track Drill with or without integral hammer; Blaster; Boring Machine (vertical or horizontal); Side Boom; Trencher, wheel type or chain type having 8 inch or larger bucket; Rail Leveling Machine (Railroad); Tie Placer; Tie Extractor; Tie Tamper; Stone Leveler; Straddle Carrier; Material Hoists; Stack Hoist; Man Hoists; Mechanic and Welder; Off Road Material Haulers.

GROUP 5: Tractor, Bulldozer, or Endloader (under 40 hp); Tampers -Compactors, riding type; Stump Chipper, large; Roller, Rubber Tire; Backfiller; Trencher, chain type (bucket under 8 inch); Concrete Auto Breaker, large; Concrete Finishing Machine (road type); Concrete Batch Hopper; Concrete Conveyor Systems; Concrete Mixers, 14S or over; Pumps, Screw Type and Gypsum); Hydrohammers, small; Brooms and Sweepers; Lift Slab Machine; Roller under 5 tons; Industrial Locomotives; Fireman (Pile Drivers and Derricks); Pumps (well points); Hoists, automatic; A-Frames and Winch Trucks; Hoists (tuggers); Boats (Tug, Safety, Work Barges and Launches); Assistant Engineer

GROUP 6: Shouldering Machine Operator; Farm or Industrial Tractor mounted equipment; Post Hole Digger; Auger (vertical and horizontal); Skid Steer Loader with or without attachments; Robotic Tool Carrier with or without attachments; Power Pack Vibratory/Ultra Sound Driver and Extractor; Fireman (Asphalt Plants); Screed Operator; Stone Crushers and Screening Plants; Air, Electric, Hydraulic Jacks (Slip Form); Prestress Machines; Air Compressor, 400 CFM or over; Refrigeration Plant/Freeze Machine; Boiler Operators (temporary heat); Forklifts; Welding Machines; Generators; Pumps over 3"; Heaters, Mechanical; Combination small equipment operator; Winches, small electric; Oiler; Greaser; Rotary Drill Tender; Conveyor; Elevator Operator

ENGI0139-007 06/06/2016

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

LAB00113-004 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

LAB00113-005 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

LAB00113-008 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

* LAB00113-009 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.

LAB00140-005 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

LAB00464-002 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

LAB01091-010 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.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within

the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can

be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

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.

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
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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, 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

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

LAB00113-002 06/01/2016

MILWAUKEE AND WAUKESHA COUNTIES

	Rates	Fringes
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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

LAB00113-003 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

LAB00113-011 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

LAB00140-002 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

LAB00464-003 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, TREMPPEALEAU, 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.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number

where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an

interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

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

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Proposal ID: 20170411038 Project(s): 2788-00-72, 2788-02-70

Federal ID(s): WISC 2017024, WISC 2017025

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	201.0105 Clearing	90.000 STA	_____.	_____.
0020	201.0205 Grubbing	90.000 STA	_____.	_____.
0030	203.0100 Removing Small Pipe Culverts	24.000 EACH	_____.	_____.
0040	204.0110 Removing Asphaltic Surface	13,750.000 SY	_____.	_____.
0050	204.0150 Removing Curb & Gutter	5,973.000 LF	_____.	_____.
0060	204.0155 Removing Concrete Sidewalk	2,612.000 SY	_____.	_____.
0070	204.0165 Removing Guardrail	553.000 LF	_____.	_____.
0080	204.0185 Removing Masonry **P**	27.000 CY	_____.	_____.
0090	204.0195 Removing Concrete Bases	12.000 EACH	_____.	_____.
0100	204.0210 Removing Manholes	1.000 EACH	_____.	_____.
0110	204.0215 Removing Catch Basins	13.000 EACH	_____.	_____.
0120	204.0220 Removing Inlets	3.000 EACH	_____.	_____.
0130	204.0245 Removing Storm Sewer (size) 01. 12-INCH	280.000 LF	_____.	_____.
0140	204.0245 Removing Storm Sewer (size) 02. 18-INCH	240.000 LF	_____.	_____.
0150	204.0245 Removing Storm Sewer (size) 03. 21-INCH	130.000 LF	_____.	_____.
0160	204.0245 Removing Storm Sewer (size) 04. 24-INCH	390.000 LF	_____.	_____.



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Proposal ID: 20170411038 Project(s): 2788-00-72, 2788-02-70

Federal ID(s): WISC 2017024, WISC 2017025

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0170	204.0245 Removing Storm Sewer (size) 05. 30-INCH	109.000 LF	_____.	_____.
0180	204.0275 Closing Culvert Pipes	1.000 EACH	_____.	_____.
0190	204.0291.S Abandoning Sewer	7.000 CY	_____.	_____.
0200	204.9090.S Removing (item description) 01. 18-INCH CULVERT	8.000 LF	_____.	_____.
0210	204.9090.S Removing (item description) 02. 48-INCH CULVERT	24.000 LF	_____.	_____.
0220	204.9090.S Removing (item description) 03. 72-INCH CULVERT	8.000 LF	_____.	_____.
0230	205.0100 Excavation Common	93,127.000 CY	_____.	_____.
0240	205.0200 Excavation Rock	425.000 CY	_____.	_____.
0250	205.0400 Excavation Marsh	4,066.000 CY	_____.	_____.
0260	206.2000 Excavation for Structures Culverts (structure) 01. M-67-1	LS	LUMP SUM	_____.
0270	206.5000 Cofferdams (structure) 01. 44+45	LS	LUMP SUM	_____.
0280	206.5000 Cofferdams (structure) 02. 44+60	LS	LUMP SUM	_____.
0290	206.5000 Cofferdams (structure) 03. 290+55	LS	LUMP SUM	_____.
0300	206.5000 Cofferdams (structure) 04. 290+85	LS	LUMP SUM	_____.
0310	206.5000 Cofferdams (structure) 05. 323+45	LS	LUMP SUM	_____.



Proposal Schedule of Items

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Proposal ID: 20170411038 Project(s): 2788-00-72, 2788-02-70

Federal ID(s): WISC 2017024, WISC 2017025

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	208.0100 Borrow	16,329.000 CY	_____.	_____.
0330	210.1100 Backfill Structure Type A	55.000 CY	_____.	_____.
0340	305.0110 Base Aggregate Dense 3/4-Inch	1,305.000 TON	_____.	_____.
0350	305.0120 Base Aggregate Dense 1 1/4-Inch	54,394.000 TON	_____.	_____.
0360	305.0502.S Shaping Roadway 01. 2788-00-72	42.000 STA	_____.	_____.
0370	310.0110 Base Aggregate Open-Graded	169.000 TON	_____.	_____.
0380	311.0110 Breaker Run	16,568.000 TON	_____.	_____.
0390	312.0110 Select Crushed Material	56,240.000 TON	_____.	_____.
0400	415.0080 Concrete Pavement 8-Inch	64,102.000 SY	_____.	_____.
0410	415.0210 Concrete Pavement Gaps	4.000 EACH	_____.	_____.
0420	415.1080 Concrete Pavement HES 8-Inch	1,495.000 SY	_____.	_____.
0430	416.0160 Concrete Driveway 6-Inch	300.000 SY	_____.	_____.
0440	416.0260 Concrete Driveway HES 6-Inch	78.000 SY	_____.	_____.
0450	416.1010 Concrete Surface Drains	18.000 CY	_____.	_____.
0460	440.4410 Incentive IRI Ride	14,940.000 DOL	1.00000	14,940.00
0470	455.0605 Tack Coat	1,300.000 GAL	_____.	_____.
0480	460.2000 Incentive Density HMA Pavement	4,958.000 DOL	1.00000	4,958.00



Proposal Schedule of Items

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Proposal ID: 20170411038 Project(s): 2788-00-72, 2788-02-70

Federal ID(s): WISC 2017024, WISC 2017025

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0490	460.5223 HMA Pavement 3 LT 58-28 S	304.000 TON	_____.	_____.
0500	460.5224 HMA Pavement 4 LT 58-28 S	237.000 TON	_____.	_____.
0510	460.6223 HMA Pavement 3 MT 58-28 S	4,486.000 TON	_____.	_____.
0520	460.6224 HMA Pavement 4 MT 58-28 S	2,720.000 TON	_____.	_____.
0530	465.0105 Asphaltic Surface	1,213.000 TON	_____.	_____.
0540	465.0120 Asphaltic Surface Driveways and Field Entrances	116.000 TON	_____.	_____.
0550	465.0125 Asphaltic Surface Temporary	3,927.000 TON	_____.	_____.
0560	504.0900 Concrete Masonry Endwalls	23.000 CY	_____.	_____.
0570	505.0400 Bar Steel Reinforcement HS Structures	1,830.000 LB	_____.	_____.
0580	520.2018 Culvert Pipe Temporary 18-Inch	287.000 LF	_____.	_____.
0590	520.2024 Culvert Pipe Temporary 24-Inch	20.000 LF	_____.	_____.
0600	520.3318 Culvert Pipe Class III-A 18-Inch	45.000 LF	_____.	_____.
0610	520.5115 Culvert Pipe Class V 15-Inch	60.000 LF	_____.	_____.
0620	520.8000 Concrete Collars for Pipe	16.000 EACH	_____.	_____.
0630	520.8700 Cleaning Culvert Pipes	8.000 EACH	_____.	_____.
0640	521.0112 Culvert Pipe Corrugated Steel 12-Inch	67.000 LF	_____.	_____.



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Proposal ID: 20170411038 Project(s): 2788-00-72, 2788-02-70

Federal ID(s): WISC 2017024, WISC 2017025

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Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0650	521.0118 Culvert Pipe Corrugated Steel 18-Inch	58.000 LF	_____.	_____.
0660	521.0717 Pipe Arch Corrugated Steel 17x13-Inch	62.000 LF	_____.	_____.
0670	521.1012 Apron Endwalls for Culvert Pipe Steel 12-Inch	2.000 EACH	_____.	_____.
0680	521.1015 Apron Endwalls for Culvert Pipe Steel 15-Inch	2.000 EACH	_____.	_____.
0690	521.1018 Apron Endwalls for Culvert Pipe Steel 18-Inch	4.000 EACH	_____.	_____.
0700	521.1024 Apron Endwalls for Culvert Pipe Steel 24-Inch	1.000 EACH	_____.	_____.
0710	521.1217 Apron Endwalls for Pipe Arch Steel 17x13-Inch	4.000 EACH	_____.	_____.
0720	522.0118 Culvert Pipe Reinforced Concrete Class III 18-Inch	14.000 LF	_____.	_____.
0730	522.0130 Culvert Pipe Reinforced Concrete Class III 30-Inch	86.000 LF	_____.	_____.
0740	522.0148 Culvert Pipe Reinforced Concrete Class III 48-Inch	216.000 LF	_____.	_____.
0750	522.0160 Culvert Pipe Reinforced Concrete Class III 60-Inch	350.000 LF	_____.	_____.
0760	522.0172 Culvert Pipe Reinforced Concrete Class III 72-Inch	109.000 LF	_____.	_____.
0770	522.0330 Culvert Pipe Reinforced Concrete Class IV 30-Inch	160.000 LF	_____.	_____.



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Proposal ID: 20170411038 Project(s): 2788-00-72, 2788-02-70

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Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0780	522.1015 Apron Endwalls for Culvert Pipe Reinforced Concrete 15-Inch	12.000 EACH	_____.	_____.
0790	522.1018 Apron Endwalls for Culvert Pipe Reinforced Concrete 18-Inch	10.000 EACH	_____.	_____.
0800	522.1024 Apron Endwalls for Culvert Pipe Reinforced Concrete 24-Inch	6.000 EACH	_____.	_____.
0810	522.1030 Apron Endwalls for Culvert Pipe Reinforced Concrete 30-Inch	7.000 EACH	_____.	_____.
0820	522.1036 Apron Endwalls for Culvert Pipe Reinforced Concrete 36-Inch	2.000 EACH	_____.	_____.
0830	522.1048 Apron Endwalls for Culvert Pipe Reinforced Concrete 48-Inch	1.000 EACH	_____.	_____.
0840	522.1060 Apron Endwalls for Culvert Pipe Reinforced Concrete 60-Inch	4.000 EACH	_____.	_____.
0850	523.0419 Culvert Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV 19x30-Inch	112.000 LF	_____.	_____.
0860	523.0519 Apron Endwalls for Culvert Pipe Reinforced Concrete Horizontal Elliptical 19x30-Inch	4.000 EACH	_____.	_____.
0870	601.0405 Concrete Curb & Gutter 18-Inch Type A	275.000 LF	_____.	_____.
0880	601.0409 Concrete Curb & Gutter 30-Inch Type A	1,492.000 LF	_____.	_____.
0890	601.0411 Concrete Curb & Gutter 30-Inch Type D	3,001.000 LF	_____.	_____.
0900	601.0413 Concrete Curb & Gutter 6-Inch Sloped 30-Inch Type G	20,280.000 LF	_____.	_____.



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Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0910	601.0415 Concrete Curb & Gutter 6-Inch Sloped 30-Inch Type J	5,992.000 LF	_____.	_____.
0920	601.0600 Concrete Curb Pedestrian	16.000 LF	_____.	_____.
0930	602.0410 Concrete Sidewalk 5-Inch	79,563.000 SF	_____.	_____.
0940	602.0505 Curb Ramp Detectable Warning Field Yellow	1,028.000 SF	_____.	_____.
0950	603.8000 Concrete Barrier Temporary Precast Delivered	941.000 LF	_____.	_____.
0960	603.8125 Concrete Barrier Temporary Precast Installed	941.000 LF	_____.	_____.
0970	606.0200 Riprap Medium	1,145.000 CY	_____.	_____.
0980	606.0300 Riprap Heavy	35.000 CY	_____.	_____.
0990	608.0005 Storm Sewer Rock Excavation	150.000 CY	_____.	_____.
1000	608.0312 Storm Sewer Pipe Reinforced Concrete Class III 12-Inch	18.000 LF	_____.	_____.
1010	608.0315 Storm Sewer Pipe Reinforced Concrete Class III 15-Inch	862.000 LF	_____.	_____.
1020	608.0318 Storm Sewer Pipe Reinforced Concrete Class III 18-Inch	886.000 LF	_____.	_____.
1030	608.0324 Storm Sewer Pipe Reinforced Concrete Class III 24-Inch	2,383.000 LF	_____.	_____.
1040	608.0330 Storm Sewer Pipe Reinforced Concrete Class III 30-Inch	1,373.000 LF	_____.	_____.



Proposal Schedule of Items

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Proposal ID: 20170411038 Project(s): 2788-00-72, 2788-02-70

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SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
1050	608.0336 Storm Sewer Pipe Reinforced Concrete Class III 36-Inch	33.000 LF	_____.	_____.
1060	608.0348 Storm Sewer Pipe Reinforced Concrete Class III 48-Inch	70.000 LF	_____.	_____.
1070	608.0415 Storm Sewer Pipe Reinforced Concrete Class IV 15-Inch	3,185.000 LF	_____.	_____.
1080	608.0418 Storm Sewer Pipe Reinforced Concrete Class IV 18-Inch	784.000 LF	_____.	_____.
1090	608.0424 Storm Sewer Pipe Reinforced Concrete Class IV 24-Inch	62.000 LF	_____.	_____.
1100	608.0430 Storm Sewer Pipe Reinforced Concrete Class IV 30-Inch	197.000 LF	_____.	_____.
1110	608.0436 Storm Sewer Pipe Reinforced Concrete Class IV 36-Inch	378.000 LF	_____.	_____.
1120	608.6008 Storm Sewer Pipe Composite 8-Inch	20.000 LF	_____.	_____.
1130	611.0530 Manhole Covers Type J	26.000 EACH	_____.	_____.
1140	611.0612 Inlet Covers Type C	1.000 EACH	_____.	_____.
1150	611.0624 Inlet Covers Type H	19.000 EACH	_____.	_____.
1160	611.0630 Inlet Covers Type HM-GJ	100.000 EACH	_____.	_____.
1170	611.0633 Inlet Covers Type HM-GJ-S	22.000 EACH	_____.	_____.
1180	611.0639 Inlet Covers Type H-S	5.000 EACH	_____.	_____.
1190	611.0642 Inlet Covers Type MS	17.000 EACH	_____.	_____.



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Proposal ID: 20170411038 Project(s): 2788-00-72, 2788-02-70

Federal ID(s): WISC 2017024, WISC 2017025

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	611.0666 Inlet Covers Type Z	3.000 EACH	_____.	_____.
1210	611.2004 Manholes 4-FT Diameter	10.000 EACH	_____.	_____.
1220	611.2005 Manholes 5-FT Diameter	13.000 EACH	_____.	_____.
1230	611.2006 Manholes 6-FT Diameter	2.000 EACH	_____.	_____.
1240	611.2007 Manholes 7-FT Diameter	1.000 EACH	_____.	_____.
1250	611.3003 Inlets 3-FT Diameter	1.000 EACH	_____.	_____.
1260	611.3004 Inlets 4-FT Diameter	5.000 EACH	_____.	_____.
1270	611.3230 Inlets 2x3-FT	140.000 EACH	_____.	_____.
1280	611.3901 Inlets Median 1 Grate	5.000 EACH	_____.	_____.
1290	611.3902 Inlets Median 2 Grate	6.000 EACH	_____.	_____.
1300	611.8120.S Cover Plates Temporary	30.000 EACH	_____.	_____.
1310	611.9800.S Pipe Grates	32.000 EACH	_____.	_____.
1320	612.0106 Pipe Underdrain 6-Inch	275.000 LF	_____.	_____.
1330	612.0206 Pipe Underdrain Unperforated 6-Inch	84.000 LF	_____.	_____.
1340	612.0406 Pipe Underdrain Wrapped 6-Inch	1,016.000 LF	_____.	_____.
1350	612.0806 Apron Endwalls for Underdrain Reinforced Concrete 6-Inch	6.000 EACH	_____.	_____.



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Proposal ID: 20170411038 Project(s): 2788-00-72, 2788-02-70

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SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
1360	614.0905 Crash Cushions Temporary	2.000 EACH	_____.	_____.
1370	616.0204 Fence Chain Link 4-FT	110.000 LF	_____.	_____.
1380	619.1000 Mobilization	1.000 EACH	_____.	_____.
1390	620.0300 Concrete Median Sloped Nose	1,122.000 SF	_____.	_____.
1400	624.0100 Water	2,661.000 MGAL	_____.	_____.
1410	625.0100 Topsoil	12,059.000 SY	_____.	_____.
1420	625.0500 Salvaged Topsoil	91,347.000 SY	_____.	_____.
1430	627.0200 Mulching	45,666.000 SY	_____.	_____.
1440	628.1104 Erosion Bales	500.000 EACH	_____.	_____.
1450	628.1504 Silt Fence	8,400.000 LF	_____.	_____.
1460	628.1520 Silt Fence Maintenance	11,500.000 LF	_____.	_____.
1470	628.1905 Mobilizations Erosion Control	28.000 EACH	_____.	_____.
1480	628.1910 Mobilizations Emergency Erosion Control	17.000 EACH	_____.	_____.
1490	628.2002 Erosion Mat Class I Type A	7,321.000 SY	_____.	_____.
1500	628.2004 Erosion Mat Class I Type B	43,600.000 SY	_____.	_____.
1510	628.2008 Erosion Mat Urban Class I Type B	47,300.000 SY	_____.	_____.
1520	628.2033 Erosion Mat Class III Type B	140.000 SY	_____.	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
1530	628.5505 Polyethylene Sheeting	150.000 SY	_____.	_____.
1540	628.6505 Soil Stabilizer Type A	1.000 ACRE	_____.	_____.
1550	628.6510 Soil Stabilizer Type B	5.500 ACRE	_____.	_____.
1560	628.7005 Inlet Protection Type A	25.000 EACH	_____.	_____.
1570	628.7015 Inlet Protection Type C	165.000 EACH	_____.	_____.
1580	628.7020 Inlet Protection Type D	40.000 EACH	_____.	_____.
1590	628.7504 Temporary Ditch Checks	3,315.000 LF	_____.	_____.
1600	628.7515.S Stone or Rock Ditch Checks	90.000 CY	_____.	_____.
1610	628.7555 Culvert Pipe Checks	200.000 EACH	_____.	_____.
1620	628.7560 Tracking Pads	6.000 EACH	_____.	_____.
1630	628.7570 Rock Bags	565.000 EACH	_____.	_____.
1640	629.0210 Fertilizer Type B	65.000 CWT	_____.	_____.
1650	630.0110 Seeding Mixture No. 10	470.000 LB	_____.	_____.
1660	630.0130 Seeding Mixture No. 30	173.000 LB	_____.	_____.
1670	630.0140 Seeding Mixture No. 40	789.000 LB	_____.	_____.
1680	630.0170 Seeding Mixture No. 70	16.000 LB	_____.	_____.
1690	630.0200 Seeding Temporary	1,457.000 LB	_____.	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
1700	630.0400 Seeding Nurse Crop	31.000 LB	_____.	_____.
1710	631.1000 Sod Lawn	12,059.000 SY	_____.	_____.
1720	633.5200 Markers Culvert End	44.000 EACH	_____.	_____.
1730	634.0612 Posts Wood 4x6-Inch X 12-FT	4.000 EACH	_____.	_____.
1740	634.0614 Posts Wood 4x6-Inch X 14-FT	24.000 EACH	_____.	_____.
1750	634.0616 Posts Wood 4x6-Inch X 16-FT	80.000 EACH	_____.	_____.
1760	634.0618 Posts Wood 4x6-Inch X 18-FT	35.000 EACH	_____.	_____.
1770	634.0620 Posts Wood 4x6-Inch X 20-FT	34.000 EACH	_____.	_____.
1780	634.0622 Posts Wood 4x6-Inch X 22-FT	10.000 EACH	_____.	_____.
1790	637.2210 Signs Type II Reflective H	2,386.470 SF	_____.	_____.
1800	637.2215 Signs Type II Reflective H Folding	105.980 SF	_____.	_____.
1810	637.2230 Signs Type II Reflective F	170.330 SF	_____.	_____.
1820	638.2102 Moving Signs Type II	3.000 EACH	_____.	_____.
1830	638.2602 Removing Signs Type II	64.000 EACH	_____.	_____.
1840	638.3000 Removing Small Sign Supports	61.000 EACH	_____.	_____.
1850	638.3210 Revising Signs Type I Demountable	6.000 EACH	_____.	_____.
1860	638.4000 Moving Small Sign Supports	2.000 EACH	_____.	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
1870	641.8100 Overhead Sign Support (structure) 01. S-67-976	LS	LUMP SUM	_____.
1880	641.8100 Overhead Sign Support (structure) 02. S-67-977	LS	LUMP SUM	_____.
1890	642.5401 Field Office Type D	1.000 EACH	_____.	_____.
1900	643.0100 Traffic Control (project) 01. 2788-00-72	1.000 EACH	_____.	_____.
1910	643.0100 Traffic Control (project) 02. 2788-02-70	1.000 EACH	_____.	_____.
1920	643.0300 Traffic Control Drums	28,482.000 DAY	_____.	_____.
1930	643.0420 Traffic Control Barricades Type III	4,976.000 DAY	_____.	_____.
1940	643.0500 Traffic Control Flexible Tubular Marker Posts	467.000 EACH	_____.	_____.
1950	643.0600 Traffic Control Flexible Tubular Marker Bases	467.000 EACH	_____.	_____.
1960	643.0705 Traffic Control Warning Lights Type A	5,378.000 DAY	_____.	_____.
1970	643.0715 Traffic Control Warning Lights Type C	5,847.000 DAY	_____.	_____.
1980	643.0800 Traffic Control Arrow Boards	40.000 DAY	_____.	_____.
1990	643.0900 Traffic Control Signs	12,151.000 DAY	_____.	_____.
2000	643.0920 Traffic Control Covering Signs Type II	4.000 EACH	_____.	_____.
2010	643.1000 Traffic Control Signs Fixed Message	611.000 SF	_____.	_____.
2020	643.1050 Traffic Control Signs PCMS	215.000 DAY	_____.	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
2030	643.2000 Traffic Control Detour (project) 01. 2788-00-72	1.000 EACH	_____.	_____.
2040	643.2000 Traffic Control Detour (project) 02. 2788-02-70	1.000 EACH	_____.	_____.
2050	643.3000 Traffic Control Detour Signs	4,583.000 DAY	_____.	_____.
2060	644.1410.S Temporary Pedestrian Surface Asphalt	4,740.000 SF	_____.	_____.
2070	644.1601.S Temporary Curb Ramp	14.000 EACH	_____.	_____.
2080	644.1616.S Temporary Pedestrian Safety Fence	3,455.000 LF	_____.	_____.
2090	645.0120 Geotextile Type HR	2,450.000 SY	_____.	_____.
2100	645.0140 Geotextile Type SAS	255.000 SY	_____.	_____.
2110	646.0106 Pavement Marking Epoxy 4-Inch	46,209.000 LF	_____.	_____.
2120	646.0126 Pavement Marking Epoxy 8-Inch	639.000 LF	_____.	_____.
2130	646.0600 Removing Pavement Markings	57,429.000 LF	_____.	_____.
2140	646.0841.S Pavement Marking Grooved Wet Reflective Contrast Tape 4-Inch	4,900.000 LF	_____.	_____.
2150	646.0843.S Pavement Marking Grooved Wet Reflective Contrast Tape 8-Inch	7,560.000 LF	_____.	_____.
2160	646.0881.S Pavement Marking Grooved Wet Reflective Tape 4-Inch	1,250.000 LF	_____.	_____.
2170	646.0883.S Pavement Marking Grooved Wet Reflective Tape 8-Inch	3,625.000 LF	_____.	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
2180	647.0166 Pavement Marking Arrows Epoxy Type 2	64.000 EACH	_____.	_____.
2190	647.0176 Pavement Marking Arrows Epoxy Type 3	4.000 EACH	_____.	_____.
2200	647.0196 Pavement Marking Arrows Epoxy Type 5	4.000 EACH	_____.	_____.
2210	647.0356 Pavement Marking Words Epoxy	32.000 EACH	_____.	_____.
2220	647.0456 Pavement Marking Curb Epoxy	429.000 LF	_____.	_____.
2230	647.0566 Pavement Marking Stop Line Epoxy 18-Inch	636.000 LF	_____.	_____.
2240	647.0606 Pavement Marking Island Nose Epoxy	4.000 EACH	_____.	_____.
2250	647.0726 Pavement Marking Diagonal Epoxy 12-Inch	2,710.000 LF	_____.	_____.
2260	647.0766 Pavement Marking Crosswalk Epoxy 6-Inch	4,010.000 LF	_____.	_____.
2270	649.0400 Temporary Pavement Marking Removable Tape 4-Inch	37,980.000 LF	_____.	_____.
2280	649.0402 Temporary Pavement Marking Paint 4-Inch	58,465.000 LF	_____.	_____.
2290	649.0801 Temporary Pavement Marking Removable Tape 8-Inch	2,212.000 LF	_____.	_____.
2300	649.0802 Temporary Pavement Marking Paint 8-Inch	1,288.000 LF	_____.	_____.
2310	650.4000 Construction Staking Storm Sewer	223.000 EACH	_____.	_____.
2320	650.4500 Construction Staking Subgrade	12,474.000 LF	_____.	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
2330	650.5000 Construction Staking Base	4,710.000 LF	_____.	_____.
2340	650.5500 Construction Staking Curb Gutter and Curb & Gutter	9,177.000 LF	_____.	_____.
2350	650.6000 Construction Staking Pipe Culverts	8.000 EACH	_____.	_____.
2360	650.7000 Construction Staking Concrete Pavement	6,855.000 LF	_____.	_____.
2370	650.8500 Construction Staking Electrical Installations (project) 01. 2788-00-72	LS	LUMP SUM	_____.
2380	650.8500 Construction Staking Electrical Installations (project) 02. 2788-02-70	LS	LUMP SUM	_____.
2390	650.9910 Construction Staking Supplemental Control (project) 01. 2788-00-72	LS	LUMP SUM	_____.
2400	650.9910 Construction Staking Supplemental Control (project) 02. 2788-02-70	LS	LUMP SUM	_____.
2410	650.9920 Construction Staking Slope Stakes	12,474.000 LF	_____.	_____.
2420	652.0225 Conduit Rigid Nonmetallic Schedule 40 2-Inch	3,660.000 LF	_____.	_____.
2430	652.0235 Conduit Rigid Nonmetallic Schedule 40 3-Inch	3,238.000 LF	_____.	_____.
2440	652.0800 Conduit Loop Detector	3,805.000 LF	_____.	_____.
2450	653.0135 Pull Boxes Steel 24x36-Inch	39.000 EACH	_____.	_____.
2460	653.0140 Pull Boxes Steel 24x42-Inch	32.000 EACH	_____.	_____.
2470	653.0905 Removing Pull Boxes	17.000 EACH	_____.	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
2480	654.0101 Concrete Bases Type 1	12.000 EACH	_____.	_____.
2490	654.0102 Concrete Bases Type 2	2.000 EACH	_____.	_____.
2500	654.0105 Concrete Bases Type 5	10.000 EACH	_____.	_____.
2510	654.0107 Concrete Bases Type 7	22.000 EACH	_____.	_____.
2520	654.0110 Concrete Bases Type 10	4.000 EACH	_____.	_____.
2530	654.0113 Concrete Bases Type 13	6.000 EACH	_____.	_____.
2540	654.0217 Concrete Control Cabinet Bases Type 9 Special	2.000 EACH	_____.	_____.
2550	654.0230 Concrete Control Cabinet Bases Type L30	1.000 EACH	_____.	_____.
2560	655.0230 Cable Traffic Signal 5-14 AWG	1,318.000 LF	_____.	_____.
2570	655.0240 Cable Traffic Signal 7-14 AWG	3,207.000 LF	_____.	_____.
2580	655.0260 Cable Traffic Signal 12-14 AWG	4,191.000 LF	_____.	_____.
2590	655.0315 Cable Type UF 2-10 AWG	4,592.000 LF	_____.	_____.
2600	655.0515 Electrical Wire Traffic Signals 10 AWG	5,730.000 LF	_____.	_____.
2610	655.0610 Electrical Wire Lighting 12 AWG	2,772.000 LF	_____.	_____.
2620	655.0615 Electrical Wire Lighting 10 AWG	2,477.000 LF	_____.	_____.
2630	655.0625 Electrical Wire Lighting 6 AWG	1,171.000 LF	_____.	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
2640	655.0630 Electrical Wire Lighting 4 AWG	3,374.000 LF	_____.	_____.
2650	655.0700 Loop Detector Lead In Cable	12,138.000 LF	_____.	_____.
2660	655.0800 Loop Detector Wire	12,929.000 LF	_____.	_____.
2670	655.0900 Traffic Signal EVP Detector Cable	2,746.000 LF	_____.	_____.
2680	656.0100 Electrical Service Meter Socket (location) 01. 2788-00-72	LS	LUMP SUM	_____.
2690	656.0200 Electrical Service Meter Breaker Pedestal (location) 01. USH 18/STH 318 & SUMMIT AVENUE	LS	LUMP SUM	_____.
2700	656.0200 Electrical Service Meter Breaker Pedestal (location) 02. STH 318 & NORTHVIEW ROAD	LS	LUMP SUM	_____.
2710	656.0400 Electrical Service Main Lugs Only Meter Pedestal (location) 01. 2788-00-72	LS	LUMP SUM	_____.
2720	657.0100 Pedestal Bases	12.000 EACH	_____.	_____.
2730	657.0205 Transformer Bases Breakaway 13-15 Inch Bolt Circle	22.000 EACH	_____.	_____.
2740	657.0255 Transformer Bases Breakaway 11 1/2- Inch Bolt Circle	10.000 EACH	_____.	_____.
2750	657.0310 Poles Type 3	2.000 EACH	_____.	_____.
2760	657.0322 Poles Type 5-Aluminum	8.000 EACH	_____.	_____.
2770	657.0330 Poles Type 7	4.000 EACH	_____.	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
2780	657.0405 Traffic Signal Standards Aluminum 3.5-FT	1.000 EACH	_____.	_____.
2790	657.0425 Traffic Signal Standards Aluminum 15-FT	6.000 EACH	_____.	_____.
2800	657.0430 Traffic Signal Standards Aluminum 10-FT	5.000 EACH	_____.	_____.
2810	657.0609 Luminaire Arms Single Member 4-Inch Clamp 6-FT	2.000 EACH	_____.	_____.
2820	657.0610 Luminaire Arms Single Member 4 1/2-Inch Clamp 6-FT	8.000 EACH	_____.	_____.
2830	657.0630 Luminaire Arms Single Member 6-Inch Clamp 8-FT	6.000 EACH	_____.	_____.
2840	657.1350 Install Poles Type 10	4.000 EACH	_____.	_____.
2850	657.1355 Install Poles Type 12	2.000 EACH	_____.	_____.
2860	657.1360 Install Poles Type 13	4.000 EACH	_____.	_____.
2870	657.1520 Install Monotube Arms 20-FT	2.000 EACH	_____.	_____.
2880	657.1530 Install Monotube Arms 30-FT	2.000 EACH	_____.	_____.
2890	657.1540 Install Monotube Arms 40-FT	1.000 EACH	_____.	_____.
2900	657.1545 Install Monotube Arms 45-FT	1.000 EACH	_____.	_____.
2910	657.1550 Install Monotube Arms 50-FT	1.000 EACH	_____.	_____.
2920	657.1555 Install Monotube Arms 55-FT	3.000 EACH	_____.	_____.
2930	657.1815 Install Luminaire Arms Steel 15-FT	10.000 EACH	_____.	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
2940	658.0110 Traffic Signal Face 3-12 Inch Vertical	26.000 EACH	_____.	_____.
2950	658.0115 Traffic Signal Face 4-12 Inch Vertical	14.000 EACH	_____.	_____.
2960	658.0215 Backplates Signal Face 3 Section 12-Inch	26.000 EACH	_____.	_____.
2970	658.0220 Backplates Signal Face 4 Section 12-Inch	14.000 EACH	_____.	_____.
2980	658.0416 Pedestrian Signal Face 16-Inch	16.000 EACH	_____.	_____.
2990	658.0500 Pedestrian Push Buttons	17.000 EACH	_____.	_____.
3000	658.0600 Led Modules 12-Inch Red Ball	24.000 EACH	_____.	_____.
3010	658.0605 Led Modules 12-Inch Yellow Ball	24.000 EACH	_____.	_____.
3020	658.0610 Led Modules 12-Inch Green Ball	24.000 EACH	_____.	_____.
3030	658.0615 Led Modules 12-Inch Red Arrow	16.000 EACH	_____.	_____.
3040	658.0620 Led Modules 12-Inch Yellow Arrow	30.000 EACH	_____.	_____.
3050	658.0625 Led Modules 12-Inch Green Arrow	16.000 EACH	_____.	_____.
3060	658.0635 Led Modules Pedestrian Countdown Timer 16-Inch	16.000 EACH	_____.	_____.
3070	658.5069 Signal Mounting Hardware (location) 01. USH 18/STH 318 & SUMMIT AVENUE	LS	LUMP SUM	_____.
3080	658.5069 Signal Mounting Hardware (location) 02. STH 318 & NORTHVIEW ROAD	LS	LUMP SUM	_____.



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3090	659.1125 Luminaires Utility LED C	22.000 EACH	_____.	_____.
3100	661.0200 Temporary Traffic Signals for Intersections (location) 01. USH 18/STH 318 & SUMMIT AVENUE	LS	LUMP SUM	_____.
3110	661.0200 Temporary Traffic Signals for Intersections (location) 02. STH 318 & NORTHVIEW ROAD	LS	LUMP SUM	_____.
3120	661.0300 Generators	4.000 DAY	_____.	_____.
3130	671.0112 Conduit HDPE 1-Duct 2-Inch	3,232.000 LF	_____.	_____.
3140	690.0150 Sawing Asphalt	6,272.000 LF	_____.	_____.
3150	690.0250 Sawing Concrete	202.000 LF	_____.	_____.
3160	715.0415 Incentive Strength Concrete Pavement	19,232.000 DOL	1.00000	19,232.00
3170	999.1000.S Seismograph 01. 2788-00-72	LS	LUMP SUM	_____.
3180	999.1000.S Seismograph 02. 2788-02-70	LS	LUMP SUM	_____.
3190	ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR	2,000.000 HRS	5.00000	10,000.00
3200	ASP.1T0G On-the-Job Training Graduate at \$5.00/HR	2,000.000 HRS	5.00000	10,000.00
3210	SPV.0035 Special 21. FIELD STONE RIPRAP MEDIUM	15.000 CY	_____.	_____.
3220	SPV.0035 Special 22. FIELD STONE RIPRAP HEAVY	55.000 CY	_____.	_____.



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3230	SPV.0060 Special 10. SECTION CORNER MONUMENTS SPECIAL	3.000 EACH	_____.	_____.
3240	SPV.0060 Special 11. REMOVING RAISED PAVEMENT MARKERS MODIFIED	12.000 EACH	_____.	_____.
3250	SPV.0060 Special 21. TEMPORARY SEDIMENT TRAPS	10.000 EACH	_____.	_____.
3260	SPV.0060 Special 23. Cover Plates Permanent	3.000 EACH	_____.	_____.
3270	SPV.0060 Special 24. INLETS 5-FT DIAMETER	7.000 EACH	_____.	_____.
3280	SPV.0060 Special 25. CONNECTION TO EXISTING PIPE UNDERDRAIN	5.000 EACH	_____.	_____.
3290	SPV.0060 Special 31. OUTLET PIPE SEDIMENT TRAPS RIPRAP MEDIUM	5.000 EACH	_____.	_____.
3300	SPV.0060 Special 32. OUTLET PIPE SEDIMENT TRAPS FIELD STONE MEDIUM	2.000 EACH	_____.	_____.
3310	SPV.0060 Special 70. LIGHTING CONTROL CABINET	1.000 EACH	_____.	_____.
3320	SPV.0060 Special 71. LUMINAIRES UTILITY 21 COUNT LED 75 WATT TYPE III	6.000 EACH	_____.	_____.
3330	SPV.0060 Special 72. INTERNAL MANHOLE SEALING SYSTEM	8.000 EACH	_____.	_____.
3340	SPV.0060 Special 73. PRE-PAVING TELEVISIONING SANITARY LATERALS	5.000 EACH	_____.	_____.
3350	SPV.0090 Special 01. CONCRETE CURB & GUTTER 24-INCH	176.000 LF	_____.	_____.



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3360	SPV.0090 Special 02. CONSTRUCTION STAKING SIDEWALK	4,526.000 LF	_____.	_____.
3370	SPV.0090 Special 21. HEAVY DUTY SILT FENCE	3,090.000 LF	_____.	_____.
3380	SPV.0090 Special 41. TYPE UF CABLE 2-CONDUCTOR NO. 14	2,746.000 LF	_____.	_____.
3390	SPV.0090 Special 72. PRE-PAVING TELEVISION SANITARY MAIN LINE	1,616.000 LF	_____.	_____.
3400	SPV.0090 Special 82. 8-INCH WATER MAIN RELOCATION	36.000 LF	_____.	_____.
3410	SPV.0090 Special 83. 12-INCH WATER MAIN RELOCATION	180.000 LF	_____.	_____.
3420	SPV.0090 Special 84. 16-INCH WATER MAIN RELOCATION	36.000 LF	_____.	_____.
3430	SPV.0105 Special 01. CONCRETE PAVEMENT JOINT LAYOUT	LS	LUMP SUM	_____.
3440	SPV.0105 Special 41. REMOVE TRAFFIC SIGNALS, USH 18 AND CTH TT	LS	LUMP SUM	_____.
3450	SPV.0105 Special 42. REMOVE TRAFFIC SIGNALS, CTH TT & NORTHVIEW ROAD	LS	LUMP SUM	_____.
3460	SPV.0105 Special 43. REMOVE LOOP DETECTOR WIRE AND LEAD-IN CABLE, USH 18 & CTH TT	LS	LUMP SUM	_____.
3470	SPV.0105 Special 45. INSTALL STATE-FURNISHED TRAFFIC SIGNAL CABINET, USH 18/STH 318 & SUMMIT	LS	LUMP SUM	_____.



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3480	SPV.0105 Special 46. INSTALL STATE-FURNISHED TRAFFIC SIGNAL CABINET, STH 318 & NORTHVIEW ROAD	LS	LUMP SUM	_____.
3490	SPV.0105 Special 47. EVP DETECTOR HEAD INSTALLATION, USH 18/STH 318 & SUMMIT AVE	LS	LUMP SUM	_____.
3500	SPV.0105 Special 48. EVP DETECTOR HEAD INSTALLATION, STH 318 & NORTHVIEW ROAD	LS	LUMP SUM	_____.
3510	SPV.0105 Special 49. TRANSPORTING SIGNAL AND LIGHTING MATERIALS AT USH 18/STH 318 & SUMMIT AVE	LS	LUMP SUM	_____.
3520	SPV.0105 Special 50. TRANSPORTING SIGNAL AND LIGHTING MATERIALS AT STH 318 & NORTHVIEW ROAD	LS	LUMP SUM	_____.
3530	SPV.0105 Special 51. TEMPORARY VEHICLE DETECTION SYSTEM, USH 18/STH 318 & SUMMIT AVE	LS	LUMP SUM	_____.
3540	SPV.0105 Special 52. TEMPORARY VEHICLE DETECTION SYSTEM, STH 318 & NORTHVIEW ROAD	LS	LUMP SUM	_____.
3550	SPV.0105 Special 53. TEMPORARY INFRARED EVP SYSTEM, USH 18/STH 318 & SUMMIT AVE	LS	LUMP SUM	_____.
3560	SPV.0105 Special 54. TEMPORARY INFRARED EVP SYSTEM, STH 318 & NORTHVIEW ROAD	LS	LUMP SUM	_____.
3570	SPV.0120 Special 01. Water For Seeded Areas	2,226.000 MGAL	_____.	_____.
3580	SPV.0180 Special 08. GEOGRID REINFORCEMENT	9,097.000 SY	_____.	_____.



Proposal Schedule of Items

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Proposal ID: 20170411038 Project(s): 2788-00-72, 2788-02-70

Federal ID(s): WISC 2017024, WISC 2017025

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
3590	SPV.0180 Special 82. WATER MAIN INSULATION 2-INCH	199.000 SY	_____.	_____.
3600	SPV.0195 Special 01. COLD PATCH	20.000 TON	_____.	_____.
3610	SPV.0200 Special 72. RECONSTRUCTING SANITARY MANHOLES	38.000 VF	_____.	_____.
Section: 0001			Total:	_____.
			Total Bid:	_____.

PLEASE ATTACH SCHEDULE OF ITEMS HERE