# **HIGHWAY WORK PROPOSAL**

Proposal Number:

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

COUNTY STATE PROJECT ID FEDERAL PROJECT ID PROJECT DESCRIPTION HIGHWAY

Waukesha 1060-18-91 East - West Freeway IH-94 and Silvernail Rd

Intersection

IH-94

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, \$ 2,000.00 Payable to: Wisconsin Department of Transportation	Attach Proposal Guaranty on back of this PAGE.
Bid Submittal Due	Firm Name, Address, City, State, Zip Code
Date: July 11, 2017 Time (Local Time): 9:00 AM	SAMPLE
Contract Completion Time Twenty-Five (25) Working days	NOT FOR BIDDING PURPOSES
Assigned Disadvantaged Business Enterprise Goal  0 %	This contract is exempt from federal oversight.

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

ot sign, notarize, or submit this Highway Work Proposal when s	asimiting an electronic sid on the internet.
cribed and sworn to before me this date	
(Signature, Notary Public, State of Wisconsin)	(Bidder Signature)
(Print or Type Name, Notary Public, State Wisconsin)	(Print or Type Bidder Name)
(Date Commission Expires)	(Bidder Title)
Notary Seal	

Date Guaranty Returned

Signal work, permanent signing, traffic control, and pavement marking

Notice of Award Dated

# 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

- 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<sup>TM</sup> on-line bidding exchange at <a href="http://www.bidx.com/after 5:00 P.M.">http://www.bidx.com/after 5:00 P.M.</a> local time on the Thursday before the letting to ensure that the latest schedule of items Expedite file (\*.ebs or \*.00x) is used to submit the final bid.

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

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

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

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

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

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

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

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

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

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

(1) Download the latest schedule of items from the Wisconsin pages of the Bid Express<sup>TM</sup> web site reflecting the latest addenda posted on the department's web site at:

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

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

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

**Bidder** 

Name

**BN00** 

Proposals: 1, 12, 14, & 22

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

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

#### C Waiver of Electronic Submittal

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

## PROPOSAL BID BOND

DT1303 1/2006

Wisconsin Department of Transportation

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

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

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

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

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

#### **PRINCIPAL**

(Company Name) (Affix Corpor	ate Seal)		
(Signature and Title)			
(Company Name)			
(Signature and Title)			
(Company Name)			
(Signature and Title)		(Name of Surety) (Affix Seal)	
(Company Name)		(Signature of Attorney-in-Fact)	
(Signature and Title)			
NOTARY FO	OR PRINCIPAL	NOTARY FO	R SURETY
(I)	Date)	(Dat	te)
State of Wisconsin	)	State of Wisconsin	)
	) ss. County )		) ss. _County )
On the above date, this instrument named person(s).	was acknowledged before me by the	On the above date, this instrument w named person(s).	as acknowledged before me by the
(Signature, Notary Pu	ublic, State of Wisconsin)	(Signature, Notary Publ	ic, State of Wisconsin)
(Print or Type Name, Nota	ry Public, State of Wisconsin)	(Print or Type Name, Notary	Public, State of Wisconsin)
(Date Comn	nission Expires)	(Date Commis	sion Expires)

Notary Seal Notary Seal

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

# **CERTIFICATE OF ANNUAL BID BOND**

DT1305 8/2003

Wisconsin Department of Transportation

(Date)

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

(Signature of Authorized Contractor Representative)

## March 2010

# LIST OF SUBCONTRACTORS

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

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

Name of Subcontractor	Class of Work	<b>Estimated Value</b>

#### **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 1060-18-91, East – West Freeway, IH 94 and Silvernail Rd Intersection, 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.

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 (20161130)

# 2. Scope of Work.

The work under this contract shall consist of signal work, permanent signing, traffic control, and minimal pavement marking 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. Weekly Meetings with Project Personnel.

The contractor shall schedule weekly meetings with project personnel to be held at the same time each week. The purpose of the meeting is to review the project schedule and discuss upcoming work. The prime contractor, subcontractors, project personnel, utility companies, and local officials shall be invited to this meeting. Provide a three week schedule identifying the previous week's work and two week look ahead.

# 4. Prosecution and Progress.

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

Provide the time frame for construction of the project within the 2017 construction season to the engineer in writing within a month after executing the contract but at least 14 calendar days before the preconstruction conference. Assure that the time frame is consistent with the contract completion time. Upon approval, the engineer will issue the notice to proceed within ten calendar days before the beginning of the approved time frame.

To revise the time frame, submit a written request to the engineer at least two weeks before the beginning of the intended time frame. 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.

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# 5. Traffic.

Lane and/or shoulder closures are allowed during off peak hours. Off peak hours are defined as follows:

- Off Peak Hours (Northbound): Weekdays 12:00 AM 6:00 AM and 9:00 AM 12:00 AM
- Off Peak Hours (Southbound): Weekdays 12:00 AM 3:00 PM and 6:00 PM 12:00 AM

Temporary single lane closures will be required to replace overhead traffic signal equipment above the through lanes and in medians.

Temporary single lane closures along Meadowbrook Road will not be permitted during the following Peak Hours:

- Peak Hours (Northbound): Weekdays 6:00 AM 9:00 AM
- Peak Hours (Southbound): Weekdays 3:00 PM 6:00 PM

There are no peak hour restrictions for Silvernail Road.

Minimum lane width to be maintained: 12-feet

Minimum lane width plus shoulder width to accommodate OSOW: 12-feet with a 2-foot pan shoulder

Work shall not impede the crosswalk path.

# **Wisconsin Lane Closure System Advance Notification**

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

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TABLE 108-1 CLOSURE TYPE AND REQUIRED MINIMUM ADVANCE NOTIFICATION

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

Discuss LCS completion dates and provide changes in the schedule to the engineer at weekly project meetings in order to manage closures nearing their completion date. stp-108-057 (20161130)

# 6. Holiday Work Restrictions.

Do not perform work on, nor haul materials of any kind along or across any portion of the highway carrying Meadowbrook Rd and Silvernail Rd 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, 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 Day.

107-005 (20050502)

# 7. General Requirements for Electrical Work.

*Replace standard spec 651.3.3(3) with the following:* 

(3) 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. Notify the department's Electrical Field Unit at (414) 266-1170 to coordinate the inspection. The department's Region Electrical personnel will perform the inspection. In the event of deficiencies, request

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a re-inspection when the work is corrected. The engineer will not authorize continuation to aboveground work or turn-on until the contractor corrects all deficiencies.

## 8. Utilities.

This project does not come under the Trans 220 administrative rule.

There are overhead and underground utility facilities located within the project limits. There are no known adjustments anticipated 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 statutes. Maintain code clearances from overhead and underground facilities at all times.

It may be necessary for the contractor, as directed by the engineer, to make adjustments in the location of certain sign bridges (bases and/or service connections to sign bridges) when it becomes evident that a utility conflict could occur.

# 9. Coordination with Other Projects.

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

Project 2788-00-72, Waukesha County, Wisconsin under a department contract (West Waukesha Bypass with limits from USH 18 to Northview Rd.). Work under this contract (anticipated LET date of February, 2017) will be south of project 1060-18-91 and will be completed concurrently with this contract. Coordinate activities with John Kanzenbach, WisDOT Project Manager, (262) 548-6467, john,kanzenbach@dot.wi.gov for Project 2788-00-71.

# West Waukesha Bypass North

The City of Waukesha, Waukesha County, Wisconsin has a project adjacent to this contract (Meadowbrook Rd with limits from Northview Rd. to Rolling Ridge Dr.). Work under this contract (anticipated LET of early 2017) abuts the south end of this contract and will be completed concurrently with this contract. Coordinate activities with the Margaret Liedtke, City of Waukesha, (262) 524-3589, MLIEDTKE@ci.waukesha.wi.us.

Contractor shall attend the West Waukesha Bypass North City project weekly meetings to coordinate work, lane closures and signing.

# 10. Removing Luminaires, Item 204.9060.S.01.

## **A Description**

This special provision describes removing existing luminaires from light poles or bridge decks as shown on the plans, in accordance to the pertinent provisions of standard spec 204,

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and as hereinafter provided. Light poles or bridge deck shall remain in service. Lamp disposal will be measured and paid under a separate bid item.

#### **B** Material

Removed luminaires shall become the property of the Contractor and shall be disposed off the project site.

## **C** Construction

No removal work will be permitted without approval from the Engineer. Removal shall start as soon as the temporary lighting or permanent lighting, as applicable, is placed in approved operation. An inspection and approval by the Engineer will take place before any associated proposed permanent or temporary lighting is approved for operation.

#### **D** Measurement

The department will measure Removing Luminaires by each individual unit, acceptably completed.

# **E** Payment

Add the following to standard spec 204.5:

ITEM NUMBER	DESCRIPTION	UNIT
204.9060.S.01	Removing Luminaires	Each

SER-204.11 (20170516)

# 11. Signal Housings.

*Replace standard spec* 658.2.3.2(1) *with the following:* 

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

## 12. Pedestrian Push Buttons.

*Replace standard spec 658.2.5 with the following:* 

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

# 13. Traffic Signal Faces.

Add the following to standard spec 658.3.2(3):

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

# 14. Lamp Disposal High Intensity Discharge, Item SPV.0060.02.

# **A** Description

This special provision describes the packaging and delivering to the department for disposal as hazardous material, high intensity discharge lamps (mercury vapor, metal halide, and high-pressure sodium) removed as shown on the plans and as hereinafter provided.

#### **B** Materials

Lamps delivered to the department will be considered the property of the department and the contractor will have no further obligation for their disposal.

#### **C** Construction

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

Pack broken lamps into a minimum 6 mil thick plastic bags and place inside sturdy cardboard boxes or the equivalent. Mark the outer packaging with the term "broken lamps" with the number of broken lamps clearly marked on the box. Deliver all broken lamps to the department.

The department will not accept lamps improperly packaged or packed in metal containers. The department will reject any lamps not removed as part of a contract pay item or otherwise required under this contract.

Pile cartons no more than four high if palletized and secure cartons with shrink wrap to prevent shifting or falling of the loads. Clearly mark each pallet with the number of lamps on each pallet.

Deliver the lamps to the department at the South 60<sup>th</sup> Street office in West Allis. Consolidate all deliveries into a truckload or more, except when all the lamps removed under a contract measure less than a truckload, deliver as one load at one time. Contact 414 266-1170, to set up an appointment for delivery.

#### **D** Measurement

The department will measure Lamp Disposal High Intensity Discharge as each individual unit delivered to the Department properly packaged, acceptably completed. The department will not measure broken lamps that exceed a total of ten percent of all lamps to be delivered.

## **E** Payment

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

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ITEM NUMBER DESCRIPTION UNIT SPV.0060.02 Lamp Disposal High Intensity Discharge EACH

Payment is full compensation for handling, packaging, labeling and delivering the lamps. Payment will be in addition to payment for the work under which the lamps are removed from service.

SER-659.2 (20170407)

# 15. Sign Support Special Mounting, SPV.0060.03.

# **A** Description

This special provision describes installing special sign support per detail in contract plan on top of signal pole. Post material shall be according to detail in plans for mounting R10-50 sign. Mounting to be according to details in contract plan, "Sign Support, Special Mounting"

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

# C (Vacant)

#### **D** Measurement

The department will measure Sign Supports, Special Mounting for each individual special mounting acceptably installed.

# **E** Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0060.03 Sign Supports Special Mounting EACH

The payment is full compensation providing, hauling, and placing posts; and for providing all materials, including hardware and anchors.

# 16. Transport and Install State Furnished Traffic Signal Cabinet Meadowbrook Rd and Silvernail Rd Item SPV.0105.01.

# **A Description**

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

#### **B** Materials

Use materials furnished by the department including: the traffic signal controller and the traffic signal cabinet.

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

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and make arrangements for picking up the department furnished materials five working days prior to picking the materials up.

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 departments' Region Electrical personnel will perform the inspection.

#### **D** Measurement

The department will measure Transport and Install State Furnished Traffic Signal Cabinet Meadowbrook Rd and Silvernail Rd as a single lump sum unit of work in place and accepted.

# **E** Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.01	Transport and Install State Furnished Traffic Signal	LS
	Cabinet Meadowbrook Rd and Silvernail Rd	

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

# 17. Remove Traffic Signals Meadowbrook Rd & Silvernail Rd, Item SPV.0105.02.

# A Description

This special provision describes removing existing traffic signals at the intersection of Meadowbrook Rd & Silvernail Rd in accordance 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.

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Notify the City of Waukesha – Mike Grulke (262) 524-3590 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 City of Waukesha 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 preemption heads (evp), 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 county right of way. Deliver the remaining materials to the City of Waukesha. Contact the City of Waukesha – Mike Grulke (262) 524-3590 at least five working days prior to delivery to make arrangements.

The contractor shall remove the signal cabinet from the footing. The signal cabinet and associated signal cabinet equipment shall be removed from the site by the contractor and will remain the property of the City of Waukesha.

The contractor shall salvage all traffic signal equipment being replaced and have the equipment delivered to the City Municipal Garage at 300 Sentry Drive, Waukesha, WI 53186. Please Contact Brian Knapp (414) 507-1132 three days in advance to make arrangements for the delivery and inventory of equipment delivered to the City.

For any additional questions regarding salvaged equipment, please use the following contact information:

Michael Grulke City of Waukesha Engineering Division 130 Delafield St. Waukesha, WI 53188 262-524-3590

## **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 the measured quantity at the contract unit price under the following bid item.

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ITEM NUMBER DESCRIPTION UNIT SPV.0105.02 Remove Traffic Signals Meadowbrook Rd and Silvernail Rd

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

# 18. Transport and Install State Furnished EVP Detector Heads Meadowbrook Rd and Silvernail Rd, Item SPV.0105.03.

# **A Description**

This special provision describes the transporting and installing of department furnished Emergency Vehicle Preemption (EVP) Detector Heads, EVP Confirmation Light Assemblies, and mounting brackets at Meadowbrook Rd and Silvernail Rd.

#### **B** Materials

Pick up the department furnished materials at the department's Electrical Shop located at 935 South 60<sup>th</sup> 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 light assemblies 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. Mount the EVP detector heads and wire them per manufacturer instructions. For a cabinet that is not operating the signal, the contractor will terminate the ends and install the discriminators and card rack in the cabinet. If the cabinet is operating the signal, the cabinet wiring will be done by the department

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 light assemblies, and EVP Detector Head Mounting Brackets.

## **D** Measurement

The department will measure Transport and Install State Furnished EVP Detector Heads (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 item:

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UNIT DESCRIPTION ITEM NUMBER Transport and Install State Furnished EVP LS SPV.0105.03 Detector Heads, Meadowbrook Rd and

Silvernail Rd

Payment is full compensation for transporting and installing of department furnished Emergency Vehicle Preemption (EVP) Detector Heads, EVP Confirmation Light Assemblies and mounting brackets.

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# ADDITIONAL SPECIAL PROVISION 4

# **Payment to First-Tier Subcontractors**

Within 10 calendar days of receiving a progress payment for work completed by a subcontractor, pay the subcontractor for that work. The prime contractor may withhold payment to a subcontractor if, within 10 calendar days of receipt of that progress payment, the prime contractor provides written notification to the subcontractor and the department documenting "just cause" for withholding payment.

The prime contractor may also withhold routine retainage from payments due subcontractors.

# **Payment to Lower-Tier Subcontractors**

Ensure that subcontracting agreements at all tiers provide prompt payment rights to lower-tier subcontractors that parallel those granted first-tier subcontractors in this provision.

# **Release of Routine Retainage**

After granting substantial completion the department may reduce the routine retainage withheld from the prime contractor to 75 percent of the original total amount retained.

When the Department sends the semi-final estimate the department may reduce the routine retainage withheld from the prime contractor to 10 percent of the original total amount retained.

Within 30 calendar days of receiving the semi-final estimate from the department, submit written certification that subcontractors at all tiers are paid in full for acceptably completed work and that no routine retainage is being withheld. The department will pay the prime contractor in full and reduce the routine retainage withheld from the prime contractor to zero when the department approves the final estimate.

This special provision does not limit the right of the department, prime contractor, or subcontractors at any tier to withhold payment for work not acceptably completed or work subject to an unresolved contract dispute.

# ADDITIONAL SPECIAL PROVISION 6 ASP 6 - Modifications to the standard specifications

Make the following revisions to the standard specifications:

#### 109.1.1.2 Bid Items Designated as Pay Plan Quantity

Replace the entire text with the following effective with the June 2017 letting:

#### 109.1.1.2.1 General

- (1) If the schedule of items designates a bid item with a \*\*P\*\* in the item description, the department will use the plan quantity, the approximate quantity the schedule of items shows, for payment unless one or both of the following occurs:
  - Scope changes regardless of the magnitude of the revised work.
  - Errors and omissions that affect the plan quantity.

# **109.1.1.2.2 Scope Changes**

(1) For engineer-directed quantity increases, the engineer will issue a contract change order for extra work, establish the cost of the added work as specified in 109.4, and measure the revised work. For engineer-directed quantity decreases, the engineer will issue a contract change order to adjust the plan quantity under the designated bid item.

#### 109.1.1.2.3 Errors and Omissions

(1) The engineer may issue a change order under 105.4(5) to adjust the plan quantity for an error or omission and may revise the contract unit price as specified in 109.4.

#### 305.2.1 General

Replace paragraph two with the following effective with the June 2017 letting:

(2) Where the contract specifies or allows 1 1/4-inch base, do not place reclaimed asphalt, reprocessed material, or blended materials below virgin aggregate materials unless the contract specifies or the engineer allows in writing.

#### 310.2 Materials

Replace paragraph three with the following effective with the June 2017 letting:

(3) Do not place reclaimed asphalt, reprocessed material, or blended materials below open-graded base unless the contract specifies or the engineer allows in writing.

## 320.3.1.1 Consolidating, Finishing, and Curing

Replace paragraph two with the following effective with the June 2017 letting:

(2) Cure concrete base as specified for concrete pavement in 415.3.12. Use wax-based curing compound conforming to 501.2.9.

#### 390.3.2 Concrete Patching

Replace paragraph two with the following effective with the June 2017 letting:

(2) Cure exposed patches as specified for concrete pavement in 415.3.12. Use wax-based curing compound conforming to 501.2.9. Protect as specified for concrete pavement in 415.3.14. Open to traffic as specified for concrete base in 320.3.

## 390.3.4 Special High Early Strength Concrete Patching

Replace the entire text with the following effective with the June 2017 letting:

- (1) Construct as specified for special high early strength repairs under 416.3.8 except as follows:
  - The contractor may delay removal for up to 14 calendar days after cutting the existing pavement.
  - Open to traffic as specified for concrete base in 320.3.
- (2) Cure exposed patches as specified for concrete pavement in 415.3.12. Use wax-based curing compound conforming to 501.2.9. Do not apply excess curing compound that could cause slippery pavement under traffic.

## 440.3.5.2 Corrective Actions for Localized Roughness

Replace paragraph two with the following effective with the September 2016 letting:

(2) The engineer will not direct corrective action or assess a pay reduction for an area of localized roughness without physically riding that work. The engineer will not direct corrective action on bridges without authorization from the department's bureau of structures.

#### 450.3.1.1.4 Recording Truck Loads

Replace the entire text with the following effective with the December 2016 letting:

- (1) If not using automatic batch recording, install a digital recorder as part of the platform truck or storage silo scales. Ensure that the recorder can produce a printed digital record of at least the gross or net weights of delivery trucks. Provide gross, tare, net weights, load count, and the cumulative tonnage; the date, time, ticket number, WisDOT project ID, and mix 250 number; and the mix type including the traffic, binder, and mix designation codes specified in 460.3.1. Ensure that scales cannot be manually manipulated during the printing process. Provide an interlock to prevent printing until the scales come to rest. Size the scales and recorder to accurately weigh the heaviest loaded trucks or tractor-trailers hauling asphaltic mixture. Ensure that recorded weights are accurate to within 0.1 percent of the nominal capacity of the scale.
- (2) Ensure that tickets identify additives not included in the mix design submittal. Indicate on the ticket if the mixture will be placed under a cold weather paving plan and identify the warm mix additive and dosage rate required under 450.3.2.1.2.2.

#### 455.3.2.1 General

Replace paragraph one with the following effective with the December 2016 letting:

(1) Apply tack coat only when the air temperature is 32 F or more unless the engineer approves otherwise in writing. Before applying tack coat ensure that the surface is reasonably free of loose dirt, dust, or other foreign matter. Do not apply to surfaces with standing water. Do not apply if weather or surface conditions are unfavorable or before impending rains.

#### 460.2.1 General

Replace the entire text with the following effective with the December 2016 letting:

- (1) Furnish a homogeneous mixture of coarse aggregate, fine aggregate, mineral filler if required, SMA stabilizer if required, recycled material if used, warm mix asphalt additive or process if used, and asphaltic material. Design mixtures conforming to table 460-1 and table 460-2 to 4.0% air voids to establish the aggregate structure.
- (2) Determine the target JMF asphalt binder content for production from the mix design data corresponding to 3.0% air voids (97% Gmm) target at the design the number of gyrations (Ndes). Add liquid asphalt to achieve the required air voids at Ndes.
- (3) For SMA, determine the target JMF asphalt binder content for production from the mix design data corresponding to 4.0% air voids (96% Gmm) target at Ndes.

#### 460.2.8.2.1.5 Control Limits

Replace paragraph one with the following effective with the December 2016 letting:

(1) Conform to the following control limits for the JMF and warning limits based on a running average of the last 4 data points:

ITEM	JMF LIMITS	WARNING LIMITS
Percent passing given sieve:		
37.5-mm	+/- 6.0	+/- 4.5
25.0-mm	+/- 6.0	+/- 4.5
19.0-mm	+/- 5.5	+/- 4.0
12.5-mm	+/- 5.5	+/- 4.0
9.5-mm	+/- 5.5	+/- 4.0
2.36-mm	+/- 5.0	+/- 4.0
75-µm	+/- 2.0	+/- 1.5
Asphaltic content in percent	- 0.3	- 0.2
Air voids in percent <sup>[1]</sup>	+1.3/-1.0	+1.0/-0.7
VMA in percent <sup>[2]</sup>	- 0.5	- 0.2

<sup>[1]</sup> For SMA, JMF limits are +/-1.3 and warning limits are +/-1.0.

#### 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.

<sup>[2]</sup> VMA limits based on minimum requirement for mix design nominal maximum aggregate size in table 460-1.

## 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]

	LAYER	PERCENT OF TARGET MAXIMUM DENSITY		
LOCATION		MIXTURE TYPE		
		LT and MT	HT	SMA <sup>[5]</sup>
TRAFFIC LANES <sup>[2]</sup>	LOWER	93.0 <sup>[3]</sup>	93.0 <sup>[4]</sup>	
	UPPER	93.0	93.0	
SIDE ROADS, CROSSOVERS, TURN LANES, & RAMPS	LOWER	93.0 <sup>3]</sup>	93.0 <sup>[4]</sup>	
	UPPER	93.0	93.0	
SHOULDERS & APPURTENANCES	LOWER	91.0	91.0	
	UPPER	92.0	92.0	

<sup>&</sup>lt;sup>[1]</sup> The table values are for average lot density. If any individual density test result falls more than 3.0 percent below the minimum required target maximum density, the engineer may investigate the acceptability of that material.

#### 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 > Va > 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
From -0.4 to 1.0 inclusive
From 1.1 to 1.8 inclusive
More than 1.8

\$0.40
\$0.80

<sup>[2]</sup> Includes parking lanes as determined by the engineer.

<sup>[3]</sup> Minimum reduced by 2.0 percent for a lower layer constructed directly on crushed aggregate or recycled base courses.

<sup>[4]</sup> Minimum reduced by 1.0 percent for a lower layer constructed directly on crushed aggregate or recycled base courses.

<sup>[5]</sup> The minimum required densities for SMA mixtures are determined according to CMM 8-15.

<sup>[1]</sup> SMA pavements are not eligible for density incentive.

<sup>[2]</sup> The department will prorate the pay adjustment for a partial lot.

## 501.2.6 Fly Ash

Replace the entire subsection with the following effective with the December 2016 letting:

#### 501.2.6.1 General

- (1) Fly ash is defined as a finely divided residue resulting from the combustion of coal in a base loaded electric generating plant, transported from the boiler by flue gases, and later collected, generally by precipitators. Use fly ash in concrete manufactured by facilities and processes known to provide satisfactory material.
- (2) Test fly ash using a recognized laboratory, as defined in 501.2.2(1), starting at least 30 days before its proposed use, and continuing at ASTM-required frequencies as the work progresses. The manufacturer shall test the chemical and physical properties listed in tables 1 and 2 of ASTM C618 at the frequencies and by the test methods prescribed in ASTM C311.
- (3) Use only one source of fly ash for a bid item of work under the contract, unless the engineer directs or allows otherwise in writing.
- (4) Prequalify any proposed fly ash source as follows: The contractor shall obtain a copy of the certified report of tests or analysis made by a qualified independent laboratory, recognized by the department under 501.2.2, showing full and complete compliance with the above specification from the fly ash manufacturer and furnish it to the engineer. Provide this report to the engineer at least 14 calendar days before using the fly ash.
- (5) The manufacturer shall retain test records for at least 5 years after completing the work, and provide these records upon request.

#### 501.2.6.2 Class C Ash

(1) Conform to ASTM C618 class C except limit the loss on ignition to a maximum of 2 percent.

#### 501.2.6.3 Class F Ash

(2) Furnish a class F fly ash from a source listed on the department's approved product list, and conform to ASTM C618 class F except limit the loss on ignition to a maximum of 2 percent.

#### 502.3.7.8 Floors

Replace paragraph sixteen with the following effective with the September 2016 letting:

(16) The finished bridge floor shall conform to the surface test specified in 415.3.10. The engineer will not direct corrective grinding without authorization from the department's bureau of structures.

#### 503.3.2.1.1 Tolerances

<u>Increase the "length of beam" max tolerance for prestressed concrete I-type girders from 3/4" to 1 1/2"</u> effective with the December 2016 letting:

#### PRESTRESSED CONCRETE I-TYPE GIRDERS

#### **Errata**

Make the following corrections to the standard specifications:

#### 104.2.2.5 Change Orders for Eliminated Work

Correct errata by changing "eliminated bid items" to "eliminated work."

## 104.2.2.5 Change Orders for Eliminated Work

(1) The department has the right to partially eliminate or completely eliminate work the project engineer finds to be unnecessary for the project. If the project engineer partially eliminates or completely eliminates work, the project engineer will issue a contract change order for a fair and equitable amount as specified in 109.5.

#### 105.4 Coordination of the Contract Documents

Correct errata to change "apparent error or omission" to just "error or omission."

(5) Neither the contractor nor the department may take advantage of an error or omission in the contract. Notify the engineer immediately as specified in 104.3 upon discovering an error or omission. The engineer will offer an interpretation and make the necessary corrections.

#### 105.13.4 Content of Claim

Correct errata to change references to the "Blue Book" rates to reference "EquipmentWatch" rates.

- (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.

# 108.13 Terminating the Contract for Convenience of the Department

Correct errata by changing "eliminated bid items" to "eliminated work."

(4) If the department orders termination of the contract for convenience, the department will pay for all completed work as of that date at the contract price. The department will pay for partially completed work at agreed prices or by force account methods specified in 109.4.5 provided, however, that payment does not exceed the contract price for the bid item under which the work was performed. The department will pay for work eliminated by the termination only to the extent provided under 109.5. The department will pay for new work, if any, at agreed prices or paid for by force account methods specified in 109.4.5.

### 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.

#### 109.4.5.5.1 General

Correct errata to change references to the "Blue Book" rates to reference "EquipmentWatch" rates.

(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)

Correct errata to change references to the "Blue Book" rates to reference "EquipmentWatch" rates.

(1) The contractor shall determine, and the department will confirm, hourly equipment expense rates as follows:

# $HEER = [RAF \times ARA \times (R/176)] + HOC$

#### 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

Correct errata to change references to the "Blue Book" rates to reference "EquipmentWatch" rates.

(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:

#### $HSBR = RAF \times ARA \times (R/176) \times (1/2)$

#### 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

Correct errata to change references to the "Blue Book" rates to reference "EquipmentWatch" rates.

(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:

#### HORER = HRI + 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.

#### 109.5 Eliminated Work

Correct errata by changing "eliminated bid items" to "eliminated work."

#### 109.5 Eliminated Work

- (1) If the department partially eliminates or completely eliminates work as specified in 104.2.2.5, the department will pay contractor costs incurred due to that elimination. The department will pay a fair and equitable amount covering all costs incurred as of the date the work was deleted. Immediately submit a certified statement covering all money expended for the eliminated work.
- (2) The department will execute a contract change order for the following costs related to eliminated work:
  - 1. Preparation expenses defined as follows:
    - If preparation for the eliminated work has no value to other contract work, the department will reimburse the contractor in full for that preparation.
    - If preparation for the eliminated work is distributed over other contract work, the department will
      prorate reimbursement based on the value of the eliminated work compared to the total value of
      associated contract work.
  - 2. All restocking and cancellation charges.
  - 3. A markup for applicable overhead and other indirect costs paid as 7 percent of the contract price of the work actually eliminated.
- (3) If the department partially eliminates or completely eliminates work, the department may pay for, and take ownership of, materials or supplies the contractor has already purchased.

#### 201.3 Construction

Correct errata by changing the link from 201.3(14) to 201.3(15).

(16) Dispose of clearing and grubbing debris before proceeding with grading operations. If the contractor intends to burn debris but cannot secure burning permits on schedule, do not delay removing clearing debris from areas affected by other operations. While waiting to secure burning permits, pile clearing and grubbing debris beyond the limits affected by other work. Do not leave elm debris beyond the limits specified in 201.3(15).

#### 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.

### 440.1 Description

Correct errata to replace "150 feet of the points of curvature" with " entry and exit curves".

(2) Profile the final mainline riding surfaces greater than 1500 feet in continuous length. Include bridges, bridge approaches, and railroad crossings in the calculation of IRI. Exclude roundabouts and pavements within their entry and exit curves from the calculation of IRI.

#### 460.2.8.2.1.3.1 Contracts with 5000 Tons of Mixture or Greater

Correct 460.2.8.2.1.3.1 (6) to change the reference from ASTM D4867 to AASHTO T283.

(6) Also conduct field tensile strength ratio tests according to AASHTO T283 on mixtures requiring an antistripping additive. Test each full 50,000 ton production increment, or fraction of an increment, after the first 5000 tons of production. Perform required increment testing in the first week of production of that increment. If field tensile strength ratio values are either below the spec limit or less than the mixture design JMF percentage value by 20 or more, notify the engineer. The engineer and contractor will jointly determine a corrective action.

#### 506.2.8.3 Expansion Bearing Assemblies

Correct errata to update ASTMs and change the specified melting point from 622 +/- 3 to 621 +/- 18 F.

(6) Use PTFE materials that are virgin polytetrafluoroethylene fluorocarbon resin, unfilled conforming to ASTM D4894. The finished materials shall exhibit the following physical properties:

REQUIREMENT	TEST METHOD	UNFILLED VALUE
Hardness at 78 F	ASTM D2240 Shore "D"	50-65
Tensile strength, psi	ASTM D1708	2800 Min.
Elongation, percent	ASTM D1708	200 Min.
Specific gravity	ASTM D792	2.16 +/- 0.03
Melting point	ASTM D4591	621 +/- 18 F

#### 514.3.2 Adjusting Floor Drains

Correct errata by clarifying priming and painting requirements for adjusted floor drains.

(1) If the plans show or contract specifies, provide new drain frames and inserts. Fabricate, blast clean, and apply a shop coat of primer. Touch up areas of damaged primer after installation with a department-approved organic zinc-rich primer.

#### 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.

#### 715.3.1.2.2 Lots by Lane-Feet

Correct errata ride spec reference from "the special provisions" to "440.3.4.2."

- (1) The contractor may designate slip-formed pavement lots and sublots conforming to the following:
  - Lots and sublots are one paving pass wide and may include one or more travel lanes, integrally placed shoulders, integrally placed ancillary concrete, and pavement gaps regardless of mix design and placement method.
  - Sublots are 1000 feet long for single-lane and 500 feet long for two-lane paving. Align sublot limits with
    ride segment limits defined in 440.3.4.2. Adjust terminal sublot lengths to match the project length or,
    for staged construction, the stage length. Ensure that sublot limits match for adjacent paving passes.
     Pavement gaps do not affect the location of sublot limits.
  - Create lots by grouping 4 to 8 adjacent sublots matching lots created for adjacent paving passes.

## **ADDITIONAL SPECIAL PROVISION 7**

- A. Reporting 1<sup>st</sup> Tier and DBE Payments During Construction
  - 1. Comply with reporting requirements specified in the department's Civil Rights Compliance, Contractor's User Manual, Sublets and Payments.
  - 2. Report payments to all DBE firms within 10 calendar days of receipt of a progress payment by the department or a contractor for work performed, materials furnished, or materials stockpiled by a DBE firm. Report the payment as specified in A(1) for all work satisfactorily performed and for all materials furnished or stockpiled.
  - 3. Report payments to all first tier subcontractor relationships within 10 calendar days of receipt of a progress payment by the department for work performed. Report the payment as specified in A(1) for all work satisfactorily performed.
  - 4. All tiers shall report payments as necessary to comply with the DBE payment requirement as specified in A(2).
  - 5. Require all first tier relationships, DBE firms and all other tier relationships necessary to comply with the DBE payment requirement in receipt of a progress payment by contractor to acknowledge receipt of payment as specified in A(1), (2), (3) and (4).
  - 6. All agreements made by a contractor shall include the provisions in A(1), (2), (3), (4) and (5), and shall be binding on all first tier subcontractor relationships and all contractors and subcontractors utilizing DBE firms on the project.
- B. Costs for conforming to this special provision are incidental to the contract.

# ADDITIONAL SPECIAL PROVISION 9 Electronic Certified Payroll Submittal

(1) Use the department's Civil Rights Compliance System (CRCS) to submit certified payrolls electronically. Details are available online through the department's highway construction contractor information (HCCI) site on the Labor, Wages, and EEO Information page at:

http://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/default.aspx

- (2) Ensure that all tiers of subcontractors, as well as all trucking firms, submit their weekly certified payrolls electronically through CRCS. These payrolls are due within seven calendar days following the close of the payroll period. Every firm providing physical labor towards completing the project is a subcontractor under this special provision.
- (3) Upon receipt of contract execution, promptly make all affected firms aware of the requirements under this special provision and arrange for them to receive CRCS training as they are about to begin payrolls. The department will provide training either in a classroom setting at one of our regional offices or by telephone. Contact Paul Ndon at (414) 438-4584 to schedule the training.
- (4) The department will reject all paper submittals of forms DT-1816 and DT-1929 for information required under this special provision. All costs for conforming to this special provision are incidental to the contract.
- (5) Firms wishing to export payroll data from their computer system into CRCS should have their payroll coordinator contact Paul Ndon. Not every contractor's payroll system is capable of producing export files. For details, see pages 17-22 of the CRCS System Background Information manual available online on the Labor, Wages, and EEO Information page at:

http://wisconsindot.gov/Documents/doing-bus/civil-rights/labornwage/crcs-payroll-manual.pdf

## **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).

## **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

1 of 1

## **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

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 truckdrivers working on the project have been paid the prevailing wage rates for all workperformed 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: WI170010 04/28/2017 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
4		03/17/2017
5		03/31/2017
6		04/21/2017
7		04/28/2017

BRWI0001-002 06/01/2016

CRAWFORD, JACKSON, JUNEAU, LA CROSSE, MONROE, TREMPEALEAU, AND VERNON COUNTIES

	Rates	Fringes
BRICKLAYER	.\$ 31.84	20.95
BRWI0002-002 06/01/2016		

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

	Rates	Fringes
BRICKLAYER	.\$ 37.04	19.70
BRWI0002-005 06/01/2016		

ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET, CHIPPEWA,

CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER.	\$ 35.07	20.51

BRWI0003-002 06/01/2016

BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, AND OCONTO COUNTIES

	Rates	Fringes
BRICKLAYER	\$ 32.22	20.57
BRWI0004-002 06/01/2016		

KENOSHA, RACINE, AND WALWORTH COUNTIES

	Rates	Fringes	
BRICKLAYER	\$ 36.59	21.49	
BRWI0006-002 06/01/2016			_

ADAMS, CLARK, FOREST, LANGLADE, LINCOLN, MARATHON, MENOMINEE, ONEIDA, PORTAGE, PRICE, TAYLOR, VILAS AND WOOD COUNTIES

	Rates	Fringes
BRICKLAYER	.\$ 33.04	19.75
BRWI0007-002 06/01/2016		

GREEN, LAFAYETTE, AND ROCK COUNTIES

	Rates	Fringes
BRICKLAYER	.\$ 33.53	20.95
BRWI0008-002 06/01/2016		

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes	
BRICKLAYER	\$ 36.98	20.62	
BRWI0011-002 06/01/2016			

CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES

Rates Fringes

BRICKLAYER.....\$ 32.22 20.57

BRWI0019-002 06/01/2016

BARRON, BUFFALO, BURNETT, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN, PIERCE, POLK, RUSK, ST. CROIX, SAWYER AND WASHBURN COUNTIES

Rates Fringes

BRICKLAYER.....\$ 31.98 20.81

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BRWI0034-002 06/01/2015

COLUMBIA AND SAUK COUNTIES

BURNETT (W. of Hwy 48), PIERCE (W. of Hwy 29), POLK (W. of Hwys 35, 48 & 65), AND ST. CROIX (W. of Hwy 65) COUNTIES

Rates Fringes

Carpenter & Piledrivermen.....\$ 36.85 18.39

CARP0252-002 06/01/2016

ADAMS, BARRON, BAYFIELD (Eastern 2/3), BROWN, BUFFALO, BURNETT (E. of Hwy 48), CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DANE, DODGE, DOOR, DUNN, EAU CLAIRE, FLORENCE (except area bordering Michigan State Line), FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IOWA, IRON, JACKSON, JEFFERSON, JUNEAU, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE (except N.E. corner), MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE (E. of Hwys 29 & 65), POLK (E. of Hwys 35, 48 & 65), PORTAGE,

PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST CROIX (E. of Hwy 65), TAYLOR, TREMPEALEAU, VERNON, VILAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes	
CARPENTER			
CARPENTER	\$ 33.56	18.00	
MILLWRIGHT	\$ 35.08	18.35	
PILEDRIVER	\$ 34.12	18.00	

CARP0252-010 06/01/2016

ASHLAND COUNTY

Rates Fringes

Carpenters

Carpenter	\$ 33.56	18.00
Millwright	\$ 35.08	18.35
Pile Driver	\$ 34.12	18.00

CARP0264-003 06/01/2016

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WAUKESHA, AND WASHINGTON COUNTIES

	Rates	Fringes
CARPENTER	\$ 35.78	22.11
CARP0361-004 05/01/2016		

BAYFIELD (West of Hwy 63) AND DOUGLAS COUNTIES

	Rates	Fringes
CARPENTER	\$ 34.57	18.16
CARP2337-001 06/01/2016		

ZONE A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON

ZONE B: KENOSHA & RACINE

ELEC0014-002 05/30/2016

	Rates	Fringes
PILEDRIVERMAN		
Zone A	\$ 31.03	22.69
Zone B	\$ 31.03	22.69

ASHLAND, BARRON, BAYFIELD, BUFFALO, BURNETT, CHIPPEWA, CLARK (except Maryville, Colby, Unity, Sherman, Fremont, Lynn & Sherwood), CRAWFORD, DUNN, EAU CLAIRE, GRANT, IRON, JACKSON, LA CROSSE, MONROE, PEPIN, PIERCE, POLK, PRICE, RICHLAND, RUSK, ST CROIX, SAWYER, TAYLOR, TREMPEALEAU, VERNON, AND WASHBURN COUNTIES

	Rates	Fringes
Electricians:	\$ 32.00	19.28
ELEC0014-007 05/30/2016		

REMAINING COUNTIES

F	Rates	Fringes
Teledata System Installer		
<pre>Installer/Technician\$</pre>	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).

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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(Wausuakee and area South thereof), OCONTO, MENOMINEE (East of a ine 6 miles West of the West boundary of Oconto County), SHAWANO (Except Area North of Townships of Aniwa and Hutchins) COUNTIES

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 06/01/2016

FLORENCE COUNTY (Townships of Aurora, Commonwealth, Fern, Florence and Homestead) AND MARINETTE COUNTY (Township of Niagara)

	Rates	Fringes
Electricians: Electrical contracts over		
\$180,000	\$ 32.38	18.63
\$180,000		18.42

ELEC0242-005 05/29/2016

DOUGLAS COUNTY

	Rates	Fringes	
Electricians:	\$ 34.92	25.05	
ELEC0388-002 05/30/2016			

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:	\$ 30.69	26.00% +10.05	
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 Waupuin), MILWAUKEE, OZAUKEE, MANITOWOC (Schleswig), WASHINGTON, AND WAUKESHA COUNTIES

F	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 carillion, antenna distribution systems, clock and program systems and low-voltage systems such as visual nurse call, audio/visual nurse call systems, doctors entrance register systems. Includes all wire and cable carrying audio, visual, data, light and radio frequency signals. Includes the installation of conduit, wiremold, or raceways in existing structures that have been occupied for six months or more where required for the protection of the wire or cable, but does not mean a complete conduit or raceway system. work covered does not include the installation of conduit, wiremold or any raceways in any new construction, or the installation of power supply outlets by means of which external electric power is supplied to any of the foregoing equipment or products

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ELEC0577-003 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			

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; bituminious paver; bump cutter & grooving machine; milling machine; screed (bituminous paver); asphalt heater, planer & scarifier; Backhoes (excavators) weighing under 130,000 lbs; grader or motor patrol; tractor (scraper, dozer, pusher, loader); scraper - rubber tired (single or twin engine); endloader; hydraulic backhoe (tractor type); trenching machine; skid rigs; tractor, side boom (heavy); drilling or boring machine (mechanical heavy); roller over 5 tons; percussion or rotary drilling machine; air track; blaster; loading machine (conveyor); tugger; boatmen; winches & A-frames; post driver; material hoist.

GROUP 4: Greaser, roller steel (5 tons or less); roller (pneumatic tired) - self propelled; tractor (mounted or towed compactors & light equipment); shouldering machine; self- propelled chip spreader; concrete spreader; finishing machine; mechanical float; curing machine; power subgrader; joint sawer (multiple blade) belting machine; burlap machine; texturing machine; tractor endloader (rubber tired) - light; jeep digger; forklift; mulcher; launch operator; fireman, environmental burner

GROUP 5: Air compressor; power pack; vibrator hammer and extractor; heavy equipment, leadman; tank car heaters; stump chipper; curb machine operator; Concrete proportioning plants; generators; mudjack operator; rock breaker; crusher or screening plant; screed (milling machine); automatic belt conveyor and surge bin; pug mill operator; Oiler, pump (over 3 inches); Drilling Machine Tender.

GROUP 6: Off-road material hauler with or without ejector.

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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, Thanksqiving Day & Christmas Day.

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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.

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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 06/01/2016

GREEN (S.E. 1/3), ROCK (South of Edgerton and Milton), and WALWORTH (S.W. 1/3) COUNTIES:

Rates Fringes

IRONWORKER.....\$ 36.29 30.77

BARRON, BUFFALO, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, JACKSON, PEPIN, PIERCE, POLK, RUSK, ST CROIX, TAYLOR, AND TREMPEALEAU COUNTIES

	Rates	Fringes
IRONWORKER	\$ 35.50	23.45
TROYOF1 0 001 05 /01 /0015		

IRON0512-021 05/01/2015

IRON0512-008 05/01/2015

ASHLAND, BAYFIELD, BURNETT, DOUGLAS, IRON, LINCOLN, ONEIDA, PRICE, SAWYER, VILAS AND WASHBURN COUNTIES

	Rates	Fringes
IRONWORKER	\$ 31.04	23.45
LABO0113-002 06/01/2016		

MILWAUKEE AND WAUKESHA COUNTIES

	I	Rates	Fringes
LABORER			
Group	1\$	27.51	20.35
Group	2\$	27.66	20.35
Group	3\$	27.86	20.35
Group	4\$	28.01	20.35
Group	5\$	28.16	20.35
Group	6\$	24.00	20.35

#### LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagperson; traffic control person

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LABO0113-003 06/01/2016

OZAUKEE AND WASHINGTON COUNTIES

	E	Rates	Fringes
LABORER			
Group	1\$		20.35
-	2\$		20.35
-	3\$		20.35
-	4\$		20.35
-	5\$		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 Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated);

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson and Traffic Control Person

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LABO0113-011 06/01/2016

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 Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagman; traffic control person

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LABO0140-002 06/01/2016

ADAMS, ASHLAND, BARRON, BAYFIELD, BROWN, BUFFALO, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DODGE, DOOR, DOUGLAS, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IRON, JACKSON, JUNEAU, IOWA, JEFFERSON, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE, POLK, PORTAGE, PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST. CROIX, TAYLOR, TREMPEALEAU, 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; Bitminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator, Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk and Pavement); Strike Off Man

GROUP 4: Line and Grade Secialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson; Traffic Control

LABO0464-003 06/01/2016

DANE COUNTY

		Rates	Fringes
LABORER			
Group	1	.\$ 30.95	16.41
Group	2	.\$ 31.05	16.41
Group	3	.\$ 31.10	16.41
Group	4	.\$ 31.30	16.41
Group	5	.\$ 31.15	16.41
	6		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; Bituminious Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; Powderman

GROUP 6: Flagperson and Traffic Control Person

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PAIN0106-008 05/02/2016

ASHLAND, BAYFIELD, BURNETT, AND DOUGLAS COUNTIES

	I	Rates	Fringes
Painters:			
New:			
Brush,	Roller\$	29.86	16.35
Spray,	Sandblast, Steel\$	30.46	16.35

Repaint: Brush, Roller Spray, Sandblast, Steel		16.35 16.35
PAIN0108-002 06/01/2016		
RACINE COUNTY		
	Rates	Fringes
Painters:  Brush, Roller  Spray & Sandblast		18.70 18.70
PAIN0259-002 05/01/2008		
BARRON, CHIPPEWA, DUNN, EAU CLASSAWYER, ST. CROIX, AND WASHBURN		PIERCE, POLK, RUSK,
	Rates	Fringes
PAINTER	\$ 24.11	12.15
PAIN0259-004 05/01/2015		
BUFFALO, CRAWFORD, JACKSON, LA OVERNON COUNTIES	CROSSE, MONI	ROE, TREMPEALEAU, AND
	Rates	Fringes
PAINTER	\$ 22.03	12.45
PAIN0781-002 06/01/2016		
JEFFERSON, MILWAUKEE, OZAUKEE, W	VASHINGTON,	AND WAUKESHA COUNTIES
	Rates	Fringes
Painters:  Bridge  Brush  Spray & Sandblast	\$ 30.07 \$ 30.82	22.19 22.19 22.19
PAIN0802-002 06/01/2016		
COLUMBIA, DANE, DODGE, GRANT, GEROCK, AND SAUK COUNTIES	REEN, IOWA,	LAFAYETTE, RICHLAND,
	Rates	Fringes
PAINTER Brush	\$ 27.50	17.72

Structural Steel, Spray, Bridges = \$1.00 additional per hour.

PREMIUM PAY:

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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, TREMPEALEAU, AND VERNON COUNTIES

AREA 4: MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

AREA 5: DANE, GRANT, GREEN, IOWA, LAFAYETTE, AND ROCK COUNTIES

AREA 6: KENOSHA AND RACINE COUNTIES

TEAM0039-001 06/01/2016

	Rates	Fringes
TRUCK DRIVER  1 & 2 Axles  3 or more Axles; Euclids Dumptor & Articulated,	\$ 26.63	19.85
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)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage

determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current

negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour 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

## **March 2017**

## NOTICE TO BIDDERS WAGE RATE DECISION

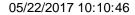
The wage rate decision of the Department of Labor which has been incorporated in these advertised specifications is incomplete in that the classifications may be omitted from the Department of Labor's decision.

Since the bidder is responsible, independently, for ascertaining area practice with respect to the necessity, or lack of necessity, for the use of these classifications in the prosecution of the work contemplated by this project, no inference may be drawn from the omission of these classifications concerning prevailing area practices relative to their use. Further, this omission will not, <u>per se</u>, be construed as establishing any governmental liability for increased labor cost if it is subsequently determined that such classifications are required.

There may be omissions and/or errors in the federal wage rates. The bidder is responsible for evaluating and determining the correct applicable rate.

If a project includes multiple types of construction (highway, bridge over navigable water, sanitary sewer and water main, building) and there is not a separate wage determination for this type of work included in the proposal, use the wage determination that is in the proposal.







## Proposal Schedule of Items

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Federal ID(s): N/A

SECTION: 0001 Contract Items

Proposal Line Number	Item ID  Description	Approximate Quantity and Units	Unit Price	Bid Amount
0010	204.9060.S Removing (item description) 01. Luminaires	6.000 EACH		·
0020	213.0100 Finishing Roadway (project) 01. 1060- 18-91	1.000 EACH		
0030	619.1000 Mobilization	1.000 EACH		
0040	637.2210 Signs Type II Reflective H	20.000 SF		
0050	637.2215 Signs Type II Reflective H Folding	5.180 SF		
0060	638.2602 Removing Signs Type II	2.000 EACH		
0070	643.0100 Traffic Control (project) 01. 1060-18-91	1.000 EACH		
0080	643.0300 Traffic Control Drums	1,120.000 DAY		
0090	643.0420 Traffic Control Barricades Type III	48.000 DAY		
0100	643.0705 Traffic Control Warning Lights Type A	32.000 DAY		
0110	643.0715 Traffic Control Warning Lights Type C	144.000 DAY	·	
0120	643.0800 Traffic Control Arrow Boards	16.000 DAY		
0130	643.0900 Traffic Control Signs	272.000 DAY		
0140	646.0106 Pavement Marking Epoxy 4-Inch	1,235.000 LF		
0150	646.0126 Pavement Marking Epoxy 8-Inch	890.000 LF		
0160	646.0600 Removing Pavement Markings	137.000 LF		



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## Proposal Schedule of Items

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Federal ID(s): N/A

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0170	647.0166 Pavement Marking Arrows Epoxy Type 2	8.000 EACH		
0180	647.0356 Pavement Marking Words Epoxy	5.000 EACH		
0190	647.0456 Pavement Marking Curb Epoxy	68.000 LF		
0200	647.0566 Pavement Marking Stop Line Epoxy 18-Inch	191.000 LF		
0210	647.0606 Pavement Marking Island Nose Epoxy	2.000 EACH		
0220	647.0766 Pavement Marking Crosswalk Epoxy 6-Inch	174.000 LF		·
0230	647.0856 Pavement Marking Concrete Corrugated Median Epoxy	160.000 SF		
0240	655.0230 Cable Traffic Signal 5-14 AWG	19.000 LF	·	
0250	655.0240 Cable Traffic Signal 7-14 AWG	22.000 LF	·	·
0260	655.0900 Traffic Signal EVP Detector Cable	1,138.000 LF	·	
0270	657.0425 Traffic Signal Standards Aluminum 15-FT	2.000 EACH	·	
0280	658.0110 Traffic Signal Face 3-12 Inch Vertical	11.000 EACH	·	
0290	658.0115 Traffic Signal Face 4-12 Inch Vertical	3.000 EACH	·	
0300	658.0155 Traffic Signal Face 3-12 Inch Horizontal	4.000 EACH		
0310	658.0215 Backplates Signal Face 3 Section 12-Inch	15.000 EACH	·	



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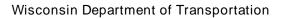
## Proposal Schedule of Items

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Federal ID(s): N/A

SECTION: 0001 Contract Items

Proposal Line Number	Item ID  Description	Approximate Quantity and Units	Unit Price	Bid Amount
0320	658.0220 Backplates Signal Face 4 Section 12- Inch	3.000 EACH		
0330	658.0500 Pedestrian Push Buttons	2.000 EACH		
0340	658.0600 Led Modules 12-Inch Red Ball	12.000 EACH	·	
0350	658.0605 Led Modules 12-Inch Yellow Ball	12.000 EACH		
0360	658.0610 Led Modules 12-Inch Green Ball	12.000 EACH		
0370	658.0615 Led Modules 12-Inch Red Arrow	6.000 EACH		
0380	658.0620 Led Modules 12-Inch Yellow Arrow	9.000 EACH		
0390	658.0625 Led Modules 12-Inch Green Arrow	6.000 EACH		
0400	658.5069 Signal Mounting Hardware (location) 01. Meadowbrook Rd. & Silvernail Rd	LS	LUMP SUM	
0410	659.1125 Luminaires Utility LED C	6.000 EACH		
0420	SPV.0060 Special 02. Lamp Disposal High Density Discharge	6.000 EACH		·
0430	SPV.0060 Special 03. Sign Support Special Mounting	1.000 EACH	·	
0440	SPV.0105 Special 01. Transport and Install State Furnished Traffic Signal Cabinet Meadowbrook Rd & Silvernail Rd	LS	LUMP SUM	
0450	SPV.0105 Special 02. Remove Traffic Signals Meadowbrook Rd & Silvernail Rd	LS	LUMP SUM	



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## Proposal Schedule of Items

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Federal ID(s): N/A

SECTION: 0001 Contract Items

Proposal Line Number	Item ID  Description	Approximate Quantity and Units	Unit Price	Bid Amount
0460	SPV.0105 Special 03. Transport and Install State Furnished EVP Detector Heads Meadowbrook Rd & Silvernail Rd	LS	LUMP SUM	·
	Section: 00	001	Total:	
			Total Bid:	

## PLEASE ATTACH SCHEDULE OF ITEMS HERE