

HIGHWAY WORK PROPOSAL

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

Proposal Number:

Ø 6

<u>COUNTY</u>	<u>STATE PROJECT ID</u>	<u>FEDERAL PROJECT ID</u>	<u>PROJECT DESCRIPTION</u>	<u>HIGHWAY</u>
Milwaukee	1060-34-76		Zoo IC, North Leg Prep Work Swan Blvd to North Ave	USH 45

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, \$ 75,000.00 Payable to: Wisconsin Department of Transportation	Attach Proposal Guaranty on back of this PAGE.
Bid Submittal Due Date: August 8, 2017 Time (Local Time): 9:00 AM	Firm Name, Address, City, State, Zip Code
Contract Completion Time December 9, 2017	SAMPLE 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.

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

Subscribed and sworn to before me this date _____

(Signature, Notary Public, State of Wisconsin)

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

(Date Commission Expires)

Notary Seal

(Bidder Signature)

(Print or Type Bidder Name)

(Bidder Title)

For Department Use Only

Type of Work Removals, grading, subgrade, asphaltic surface, sidewalk, sanitary sewer (open cut, and bore and jack pipe), erosion control, traffic control, pavement marking, restoration.	
Notice of Award Dated	Date Guaranty Returned

**PLEASE ATTACH
PROPOSAL GUARANTY HERE**

Effective with November 2007 Letting

PROPOSAL REQUIREMENTS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

Effective with August 2015 Letting

BID PREPARATION

Preparing the Proposal Schedule of Items

A General

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

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

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

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

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

- (5) The department will address equipment and process failures, if the bidder can demonstrate that those failures were beyond their control.
- (6) Contractors are responsible for checking on the issuance of addenda and for obtaining the addenda. Notice of issuance of addenda is posted on the department's web site at:
<http://wisconsindot.gov/Pages/doing-bus/contractors/hcci/bid-let.aspx>

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

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

B Submitting Electronic Bids

B.1 On the Internet

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

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

- (1) Download the latest schedule of items from the Wisconsin pages of the Bid ExpressTM web site reflecting the latest addenda posted on the department's web site at:
<http://wisconsindot.gov/Pages/doing-bus/contractors/hcci/bid-let.aspx>
Use ExpediteTM software to prepare and print the schedule of items. Provide a valid amount for all price fields. Follow instructions and review the help screens provided on the Bid ExpressTM web site to assure that the schedule of items is prepared properly.
- (2) Staple an 8 1/2 by 11 inch printout of the ExpediteTM generated schedule of items to the other proposal documents submitted to the department as a part of the bidder's sealed bid. As a separate submittal not in the sealed bid envelop but due at the same time and place as the sealed bid, also provide the ExpediteTM generated schedule of items on a 3 1/2 inch computer diskette or CD ROM. Label each diskette or CD ROM with the bidder's name, the 4 character department-assigned bidder identification code from the top of the bidding proposal, and a list of the proposal numbers included on that diskette or CD ROM as indicated in the following example:

Bidder

Name

BN00

Proposals: 1, 12, 14, & 22

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

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

C Waiver of Electronic Submittal

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

PROPOSAL BID BOND

DT1303 1/2006

Wisconsin Department of Transportation

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

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

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

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

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

PRINCIPAL

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

(Signature and Title)

(Company Name)

(Signature and Title)

(Company Name)

(Signature and Title)

(Company Name)

(Signature and Title)

NOTARY FOR PRINCIPAL

(Date)

State of Wisconsin)
) ss.
_____ County)

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

(Signature, Notary Public, State of Wisconsin)

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

(Date Commission Expires)

Notary Seal

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

(Signature of Attorney-in-Fact)

NOTARY FOR SURETY

(Date)

State of Wisconsin)
) ss.
_____ County)

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

(Signature, Notary Public, State of Wisconsin)

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

(Date Commission Expires)

Notary Seal

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

CERTIFICATE OF ANNUAL BID BOND

DT1305 8/2003

Wisconsin Department of Transportation

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

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

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

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

(Signature of Authorized Contractor Representative)

(Date)

March 2010

LIST OF SUBCONTRACTORS

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

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

[illegible]

DECEMBER 2000

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

Instructions for Certification

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

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

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

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

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

Special Provisions

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SPECIAL PROVISIONS

1. General.

Perform the work under this construction contract for Project 1060-34-76, Zoo IC, North Leg Prep Work, at Swan Blvd to North Ave, USH 45, Milwaukee County, Wisconsin as the plans show and execute the work as specified in the State of Wisconsin, Department of Transportation, Standard Specifications for Highway and Structure Construction, 2017 Edition, as published by the department, and these special provisions.

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

100-005 (20161130)

2. Scope of Work.

The work under this contract shall consist of removals, grading, subgrade, asphaltic surface, sidewalk, sanitary sewer (open cut, and bore and jack), erosion control, traffic control, pavement marking, restoration, and all incidental items necessary to complete the work as shown on the plans and included in the proposal and contract.

104-005 (20090901)

3. Prosecution and Progress.

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

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

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

The completion date is based on an expedited work schedule and may require extraordinary forces and equipment; work on Saturdays, Sundays, and nationally recognized legal holidays; and work at night.

Indicate on the proposed schedule of operations that a large force and adequate equipment will be needed to assure that the work will be completed within the established contract time.

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

Winter weather work, grading, excavation of frozen ground, high ground water, dewatering during winter months, and mitigation efforts for high water table elevations shall not be considered adverse weather delays to construction.

Anticipate cold weather paving and concrete. Plan to heat aggregates and water for mixes, and that the heating of the aggregate and water is considered incidental to those concrete items. There will be no adverse weather delay for cold weather construction.

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

Final Completion of Work

Replace standard spec 108.11 paragraph (3) with the following:

The department will assess \$15,000 in daily liquidated damages. These liquidated damages reflect the cost of engineering, supervision, and a portion of road user costs.
108-055 (20130615)

Supplement standard spec 108.10 with the following:

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

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

Swan Boulevard – Lane Closure Restrictions and Sidewalk Restrictions

Maintain one lane in each direction at all times on Swan Boulevard. A single lane closure can be taken in each direction to facilitate work and access to the work zone. Flagging to stop all traffic is not permitted during peak traffic periods, between the peak-hours of 6:00 AM to 8:30 AM and 3:30 PM to 6:00 PM.

On Swan Boulevard, sidewalk and curb and gutter construction shall be staged to maintain one sidewalk open for pedestrian access at all times during construction.

Construction Access – City of Wauwatosa Department of Public Works (DPW)

Access to the work zone from the freeway is not permitted at any time under this contract.

No construction access is permitted through the parking lot and driveway at the Highlands of Mayfair Condominiums property.

The contractor shall acquire a no-cost construction permit from the City of Wauwatosa for access into the work area within the City DPW site for work related to the sanitary sewer construction.

Heavy trucks will only be permitted to enter the City DPW yard through the south access drive off of 113th Street. Heavy trucks will not be permitted to enter the DPW yard through the west entrance at Walnut Road. No vehicle access will be permitted anytime through the east railroad crossing on Walnut Road. The railroad crossing is exclusively restricted to use by the City of Wauwatosa staff.

Construction Access – Russ Darrow KIA

Access to the work zone from the freeway is not permitted at any time under this contract.

Contractor shall only have access to the north end of the Russ Darrow parking lot and allowed within the construction TLE areas shown on the plans. Construction vehicle parking outside the TLE areas shall be prohibited. Entry into the parking lot is permitted only through the northern most driveway and the first parking lot aisle on the northern end of the parking lot. The contractor shall maintain access at all times to the second parking lot aisle as shown on the plans.

Construction Access – Shared Use Path at Wil-O-Way

Access to the work zone from the freeway is not permitted at any time under this contract.

All construction vehicles shall enter the path work zone from either (1) directly off the pathway at Swan Boulevard, or (2) from the Wil-O-Way parking lot. Access to and from the Wil-O-Way parking lot on Underwood Parkway shall only be permitted through the west leg of the parkway, which accesses Swan Boulevard near the roundabout. No construction access will be permitted along the east leg of the parkway, unless approved in writing by the county parks department.

At the Wil-O-Way Underwood recreation center, maintain access through the parking lot, the circular drive, and the building drop-off area at all times. All construction vehicle parking areas and material storage areas within the recreation center parking lot shall be approved by the engineer and the recreation center.

Milwaukee County Parks – Right of Entry Permit

Prior to starting work within the Milwaukee County Parks Wil-O-Way grounds, the contractor shall acquire a right of entry permit from the parks department. The Milwaukee County Parks contact is Sarah Toomsen at (414) 257-7389 and Sarah.Toomsen@milwaukeecountywi.gov.

Equipment Parking/Materials Storage, Miscellaneous

Park or store equipment and materials only at work sites approved by the engineer. Parking equipment or storing materials on the shoulders or within 30' of the roadway not protected by traffic barrels during non-working hours is not permitted.

General Restrictions

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

Keep sidewalks open unless otherwise shown on the plans, or as approved by the engineer. Sidewalk closure times shall be minimized. Protect pedestrians from falling debris at all times when sidewalks are open.

Street light poles, hydrants and other utility poles are to remain in place during construction unless otherwise noted in the plan. Conduct an on-site visit prior to bidding to determine any special measures required for proper clearance between the trees, hydrants and poles and the paving equipment.

When engaged in roadway cleaning operations, use equipment having vacuum or water spray mechanisms to eliminate the dispersion of particulate matter into the atmosphere. If vacuum equipment is employed, it must have suitable self-contained particulate collectors to prevent discharge from the collection bin into the atmosphere.

Northern Long-eared Bat (*Myotis septentrionalis*)

Northern Long-eared Bats (NLEB) have the potential to inhabit the project limits because they roost in trees. Roosts have been identified within 150 feet of the project limits. The species and all active roosts are protected by the Federal Endangered Species Act. If an individual bat or active roost is encountered during construction operations, stop work and notify the engineer and the WisDOT Regional Environmental Coordinator (REC).

To avoid adverse impacts upon the NLEBs, no Clearing is allowed between June 1 and July 31, both dates inclusive.

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

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

4. Traffic.

Perform the work under this contract in a manner that will interfere as little as possible with active traffic on local streets. Do not park or store vehicles, equipment, or materials on City of Wauwatosa streets adjacent to active traffic or within the clear zone except at the time of performance of the work. Materials or equipment may be stored within the right-of-way only at locations meeting the approval of the engineer.

At all times maintain access to businesses and residents on the existing local streets within the project work area. Do not close or remove driveway approaches or parking stalls from service without a five day notice given to the occupants of the premises to remove their vehicles prior to driveway removal or closing of the driveway approach access.

Coordinate traffic requirements under this contract with other ongoing department construction projects. This contractor shall be responsible for implementing and coordinating with other contractors all traffic control as shown on the plans.

5. Holiday Work Restrictions.

Do not perform work on, nor haul materials of any kind along or across any portion of the highway or local street, and entirely clear the traveled way and shoulders 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.

stp-107-005 (20050502)

6. Utilities.

This contract comes under the provisions of Administrative Rule TRANS 220.

Additional information regarding recently relocated utility facilities may be available on permits issued to the utility companies. These permits can be viewed at the Region Office during normal working hours. Contact WisDOT SE Freeways Utility Coordinator Douglas Gendron at (414) 750-4362 for further information.

Underground and overhead utility facilities are located within the project limits. Utility adjustments are required for this construction project as noted below. Coordinate construction activities with a call to Diggers Hotline or a direct call to the utilities that have facilities in the area as required per state statute. Use caution to ensure the integrity of underground facilities and maintain code clearances from overhead facilities at all times.

Contact utility companies listed in the plans prior to preparing bids to obtain current information on existing utility locations and the status of any new utility relocation work.

There may be abandoned utility facilities within the project limits. If a conflict with an abandoned utility facility is encountered, contact the appropriate utility owner/representative to coordinate construction activities and proper removal and disposal of said facility as necessary.

Utility working days shown herein are as defined in Wisconsin Administrative Code Chapter Trans 220.

Known utilities in the projects are as follows:

SHARED-USE PATH

AT&T Wisconsin has existing underground communications facilities within the project limits in the following locations:

- An underground communications line beginning at a pedestal at Station 20+57BFP, 44'RT and running westerly, northwesterly and northerly to Station 20+57BFP, 12'RT where it continues northerly along the west side of the Shared-Use Path to a pedestal at Station 27+29BFP, 9'LT. From there it turns and runs northwesterly to beyond the project limits. This line will remain in place without adjustment.
- An underground communications line beginning beyond the southerly project limits and running easterly to the west side of the Shared-Use Path at Station 21+83BFP, 2'LT where it turns and runs northerly along the west side of the Shared-Use Path to Station 27+27BFP, 2'LT. From there it turns and runs northwesterly to beyond the project limits. This line will remain in place without adjustment.

Contact Jay Bulanek, (262) 896-7669 office / (414) 491-2855 cell, of AT&T Wisconsin seven days in advance to coordinate locations and any excavation near their facilities.

Milwaukee County - Lighting has existing underground electric lines and light poles within the project limits beginning at a light pole at Station 31+09BFP, 17' RT and running northeasterly to beyond the project limits. This line will remain in place without adjustment.

Milwaukee County also has five abandoned poles along the Shared-Use Path between Station 21+10BFP, 8'LT and Station 28+20BFP, 8'LT. Remove these poles as shown in the plans.

Contact Karl Stave, (414) 278-4863, of Milwaukee County - Sewer seven days in advance to coordinate locations and any excavation near their facilities.

Milwaukee County - Sewer has an existing underground sanitary sewer within the project limits beginning beyond the westerly project limits and running easterly, crossing the Shared-Use Path at Station 28+19BFP, and continuing easterly to beyond the project limits. This line will remain in place without adjustment.

Contact Karl Stave, (414) 278-4863, of Milwaukee County - Sewer seven days in advance to coordinate locations and any excavation near their facilities.

Milwaukee County - Water has an existing underground water main within the project limits beginning beyond the westerly project limits and running easterly, crossing the Shared-Use Path at Station 28+12BFP, and continuing easterly to beyond the project limits. This line will remain in place without adjustment.

Contact Karl Stave, (414) 278-4863, of Milwaukee County - Water seven days in advance to coordinate locations and any excavation near their facilities.

Wauwatosa, City of - Lighting has existing underground electric lines and light poles within the project limits beginning beyond the westerly project limits and running along the southerly Swan Boulevard curb line and continuing easterly to beyond the project limits. This line will remain in place without adjustment.

Contact Randy Michelz, (414) 471-8429, of City of Wauwatosa - Lighting seven days in advance to coordinate locations and any excavation near their facilities.

Wauwatosa Water Utility has an existing underground water main within the project limits beginning beyond the easterly project limits and running southwesterly along the southerly right-of-way of Swan Boulevard, crossing the Shared-Use Path at Station 17+14SPT and at Station 15+25BFP, and continuing southwesterly to beyond the project limits. This line will remain in place without adjustment.

Contact Dave Simpson, (414) 831-0799, of the Wauwatosa Water Utility seven days in advance to coordinate locations and any excavation near their facilities.

We Energies – Electric has overhead and underground electric facilities within the project limits in the following locations:

- Two underground electric lines beginning at a meter at Station 20+56BFP, 53'RT and running northwesterly along the east side of USH 45 to an electric transformer at Station 21+56BFP, 71'LT. These lines will remain in place without adjustment.
- An underground electric line beginning at a transformer at Station 21+56BFP, 71'LT and running easterly to the west side of the Shared-Use Path at Station 21+83BFP, 2'LT where it turns and runs northerly along the west side of the Shared-Use Path to Station 27+27BFP, 2'LT. From there it turns and runs northwesterly to beyond the project limits. This line will remain in place without adjustment.

- An overhead electric line beginning at a pole at Station 17+22SPT, 22'RT and running both easterly and northeasterly to beyond the project limits. This line will remain in place without adjustment.

Contact Erich Wuestenhagen, (414) 944-5780 office / (262) 483-3896 cell, of We Energies seven days in advance to coordinate locations and any excavation near their facilities.

WisDOT – Lighting has an existing temporary overhead lighting line within the project limits beginning beyond the southerly project limits and running northwesterly along the east side of USH 45 to a pole at Station 16+98BFP, 63'LT where it turns northerly, crossing the Shared-Use Path at Station 16+92BFP, to a pole at Station 18+18BFP, 99'RT. From there it turns northwesterly, crossing Swan Boulevard, to a pole at Station 19+31BFP, 85'RT where it turns westerly to a pole at Station 20+11BFP, 10'RT. From there it turns northwesterly, crossing the Shared-Use Path at Station 20+23BFP, to beyond the project limits. This line will remain in place without adjustment.

Contact Eric Perea, (262) 574-5422 office / (414) 750-0935 cell, of WisDOT - Lighting seven days in advance to coordinate locations and any excavation near their facilities.

WisDOT STOC has an existing underground communication line within the project limits beginning at a meter at Station 20+56BFP, 53'RT and running southeasterly to a pull box at Station 19+40BFP, 77'RT where it turns and runs southwesterly along the north side of Swan Boulevard to beyond the project limits. This line will remain in place without adjustment.

Contact Jeff Madson, (414) 225-3723, of WisDOT - STOC seven days in advance to coordinate locations and any excavation near their facilities.

SANITARY SEWER RELOCATION AT UPRR

Charter Communication has an existing overhead communication line on We Energies poles within the project limits beginning beyond the southerly project limits and running northerly along a line approximately 10' west of the easterly right-of-way of the UPRR and continuing northerly across USH 45 to beyond the project limits. This line will remain in place without adjustment.

Contact Steve Cramer, (414) 227-4045 office / (414) 688-2385 cell, of Charter Communications seven days in advance to coordinate locations and any excavation near their facilities.

Milwaukee Metropolitan Sewerage District has an existing underground sanitary sewer within the project limits beginning beyond the westerly project limits and running easterly to a manhole at Station 00SN+00, 00'LT and continuing easterly, crossing USH 45, and continuing easterly to a manhole at Station 3SN+23, 229' LT where it turns and runs southeasterly to a manhole at Station 7NS+45, 295' LT. From there it turns and runs southerly, crossing USH 45, and continues southerly to a manhole at Station 7NS+45, 187' RT where it turns and runs easterly to beyond the project limits.

Relocate, reconstruct, remove, discontinue and leave in place portions of these facilities as shown in the plans.

Contact Larry Anderson, (414) 225-2241, of the Milwaukee Metropolitan Sewerage District seven days in advance to coordinate locations and any excavation near their facilities.

A private sanitary sewer begins at the existing MMSD manhole at Station 00SN+00, 00'LT and running northwesterly to a manhole beyond the project limits. This line will remain in place without adjustment.

Sprint has an existing underground communications line within the project limits beginning beyond the southerly project limits and running northerly along a line approximately 20' east of the westerly right-of-way of the UPRR to the UPRR structure over USH 45. From there it continues northerly attached to the structure to beyond the project limits. This line will remain in place without adjustment.

Contact Gerry Crain, (847) 445-1869, of Sprint seven days in advance to coordinate locations and any excavation near their facilities.

TCA has an existing overhead communications line on We Energies poles within the project limits beginning beyond the southerly project limits and running northerly along a line approximately 10' west of the easterly right-of-way of the UPRR and continuing northerly across USH 45 to beyond the project limits. This line will remain in place without adjustment.

Contact Jennifer Navarro, (414) 459-3564, of the Northwind Technical Services seven days in advance to coordinate locations and any excavation near their facilities.

Wauwatosa, City of – Sewer has no facilities within the project limits.

Contact Mike Maki, (414) 479-8991 office, of City of Wauwatosa - Sewer with any questions regarding City of Wauwatosa - Sewer facilities.

We Energies – Electric has an existing underground electric line within the project limits beginning beyond the southerly project limits and running northwesterly along a line approximately 25' to 50' west of westerly right-of-way of the UPRR to a vault at Station 5SN+85, 35'RT. From there it turns and runs easterly across the UPRR to a manhole at Station 7SN+74, 35'RT, where it turns and runs northerly across USH 45 to beyond the project limits. This line will remain in place without adjustment.

Contact Erich Wuestenhagen, (414) 994-5780 office / (262) 483-3896 cell, of We Energies seven days in advance to coordinate locations and any excavation near their facilities.

We Energies – Gas has no facilities within the project limits.

Contact Erich Wuestenhagen, (414) 994-5780 office / (262) 483-3896 cell, of We Energies with any questions regarding We Energies facilities.

WisDOT STOC has an existing underground communication line within the project limits beginning beyond the westerly project limits and running southeasterly along the south fence line of USH 45, crossing the UPPR north of the southerly abutment of the structure over USH 45 and continuing southeasterly to beyond the project limits. This line will remain in place without adjustment.

Contact Jeff Madson, (414) 225-3723, of WisDOT - STOC seven days in advance to coordinate locations and any excavation near their facilities.

7. Referenced Construction Specifications.

Construct the sanitary sewer work conforming to the Standard Specifications for Sewer and Water Construction in Wisconsin, latest Edition (SSSW). If there is a discrepancy or conflict between the referenced specification and the standard specifications regarding contract administration, part 1 of the standard specifications governs.

8. MMSD Acceptance of Sanitary Sewer Construction.

Both the department and Milwaukee Metropolitan Sewerage District (MMSD) personnel will inspect construction of the MMSD sanitary sewer under this contract.

The contractor shall perform construction staking and testing of the sanitary sewer.

Final acceptance of the sanitary sewer construction will be by the Milwaukee Metropolitan Sewerage District.

9. Other Contracts.

Modifications to the traffic control plan may be required by the engineer to be safe and consistent with the adjacent work by others.

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

Project 1060-34-78

Zoo IC, Detention Pond

WisDOT Construction Project Manager: Sara Feuling, (414)750-0579

Project 2035-06-70

Watertown Plank Road

Underwood Creek and CP RR Bridge Structures

WisDOT Construction Project Manager: Kurt Flierl, (414)750-3085

Project 1060-33-81

Zoo IC, Zoo Interchange Phase 2

WisDOT Construction Project Manager: Mark Klipstein, (414)750-1496

Project 1060-39-90

Zoo IC, 2017 TMP Projects

WisDOT Construction Project Manager: Sara Feuling (414)-750-0579

Project 1360-09-71

Capitol Drive

WisDOT Construction Project Manager: Sara Feuling (414)750-0579

10. Railroad Insurance and Coordination.**A Description**

Comply with standard spec 107.17 for all work affecting Union Pacific Railroad Company property and any existing tracks.

A.1 Railroad Insurance Requirements

In addition to standard spec 107.26, provide railroad protective liability insurance coverage as specified in standard spec 107.17.3. Insurance is filed in the name of Union Pacific Railroad Company.

Notify evidence of the required coverage, and duration to John Venice at (312) 777-2043, 101 North Wacker Drive – Suite 1920, Chicago, IL 60606. Include the following information on the insurance document:

Project 1060-34-76

Route Name IH41/USH 45, Milwaukee County

Crossing ID 177 262X

Railroad Subdivision Milwaukee Sub

Railroad Milepost MP 91.84

A.2 Work by Railroad

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

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

Contact John Venice, Manager Special Projects – Industry & Public Projects Engineering Department, 101 North Wacker Drive – Suite 1920, Chicago, IL 60606, TELEPHONE (312) 777-2043, FAX (402) 233-2769, email jnvenice@up.com, for consultation on railroad requirements during const.

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

A.4 Temporary Grade Crossing

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

A.5 Train Operation

Approximately 20-25 through freight trains operate daily through the construction site. Through freight trains operate at up to 30 mph.

A.6 Temporary Clearances During Construction

Replace subparagraphs (3) 4.1 and (3) 4.2 of standard spec 107.17.1 with the following:

Provide 15 feet 0 inches plus 1.5 inches per degree of track curvature, measured horizontally from the track center line.

Provide 21 feet 6 inches plus compensation for super-elevated track, measured vertically above the top of the highest rails.

B Railroad Flagging

Arrange with the railroad for the flagging of trains and safety of railroad operations if clearances specified in standard spec 107.17.1 are not maintained during construction operations. The following conditions may also warrant flagging:

1. Cranes swinging or handling materials or equipment within 25 feet of the centerline of any track.
2. Construction operations that are in proximity of power lines or railroad signal and communication lines, underground cables, fuel oil facilities or pipe lines and which might result in fire or damage to such facilities, danger to railroad operations or danger to the public in the transaction of business on railroad premises.
3. Excavation, tunneling, blasting, pile driving, placing, or removing cofferdams or sheeting, or similar activities might cause the railroad's tracks or buildings to be undermined, heaved out of normal level, shifted out of alignment, or otherwise impaired.
4. Bridge painting activities including rigging of falsework, scaffolding or similar activities within 25 feet of the centerline of any track.
5. Deck removal activities within 25 feet of the centerline of any track.
6. Pouring of bridge decks in spans over an operated track.
7. At any other time in railroad representative's judgment, the contractor's work or operations constitute an intrusion into the track zone and create an extraordinary hazard to railroad traffic, and at any other time when flagging protection is necessary for safety to comply with the operating rules of the railroad.

Projects with concurrent activity may require more than one flagger.

Projects with heavy contractor activity within 25 feet of the centerline of any track or unusual or heavy impact on railroad facilities will normally require a full-time flagger.

The department and railroad will monitor operations for compliance with the above flagging requirements. Violations may result in removal from railroad property until arrangements to adhere to the flagging requirements are satisfied. If the railroad imposes additional flagging requirements beyond the above flagging requirements due to the previous violations, the contractor shall bear all costs of the additional flagging requirements.

C Flagging by Railroad– Railroad Does Not Pay Flagging Costs

C.1 General

Replace paragraph (3) of standard spec 107.17.1 with the following:

Comply with the railroad's rules and regulations regarding operations on railroad right-of-way. If the railroad's chief engineering officer requires, arrange with the railroad to obtain the services of qualified railroad employees to protect railroad traffic through the work area. Bear the cost of these services and make payment directly to the railroad. Notify the appropriate railroad representative as listed in section A.3 above, in writing, at least 10 business days before starting work near a track. Provide the specific time planned to start the operations.

Extended Duration Work or Longer Work Day (to be used when requiring a flagger for longer periods of time, 4-weeks or more, or working longer than an 8-hour work day, or as defined in section B.1.)

Work that requires railroad flaggers to occupy the work zone for longer duration or longer than the normal work day will require 40 day written notice to the railroad.

C.2 Rates – Union Pacific

The following rates, reimbursement provisions, and excluded conditions will be used to determine the contractor's cost of flagging:

\$750 daily rate for an eight-hour day (including wages, labor surcharges, lodging, vehicle and mileage expenses),

\$1,500 "Rest Time" or nightly rate for weekday overnight work for an eight-hour day (including wages, labor surcharges, lodging, vehicle and mileage expenses)

\$1150 daily rate for an eight-hour day on Saturdays, Sundays, or holidays (including wages, labor surcharges, lodging, vehicle and mileage expenses)

\$1,500 “Rest Time” or nightly rate for weekend overnight work for an eight-hour day (including wages, labor surcharges, lodging, vehicle and mileage expenses)

\$150 per hour overtime rate for all time worked before or after the regular assigned eight hours on any day, or for a minimum three hour call on Saturdays, Sundays, or Holidays.

The flagger is required to set flags each day in advance of the contractor commencing work that will require flagging. The flagger must also remove the flags each day after the completion of work that required flagging. Any time worked before or after the minimum eight-hour flagging day to set or remove flags will be billed at the overtime rate. The contractor is responsible for knowing the requirements of the railroad for arranging and terminating flagging services and for the associated costs of those services.

C.3 Reimbursement Provisions

The actual cost for flagging will be billed by the railroad. After the completion of the work requiring flagging protection as provided in section B above, the department will reimburse 50% of the cost of such services up to the rates provided above based on paid railroad invoices, except for the excluded conditions enumerated below. In the event actual flagging rates exceed the rates stated above, the department will reimburse 100% of the portion of the rate that is greater than the rates stated above.

C.4 Excluded Conditions

The department will not reimburse any of the cost for additional flagging attributable to the following:

1. Additional flagging requirements imposed by the railroad beyond the flagging requirements provided in subsection B above due to violations by the contractor.
2. Temporary construction crossings arranged for by the contractor.

The contractor shall bear all costs of the additional flagging requirements for the excluded conditions.

C.5 Payment for Flagging

Railroads may issue progressive bills. Notify the railroad when the work is completed and request a final bill from the railroad. The railroad will issue a final bill. Promptly pay railroad-flagging bills, less any charges that may be in dispute. The department will pay for flagging reimbursement under the Railroad Flagging Reimbursement administrative item. The department will withhold flagging reimbursement until any disputed charges are resolved and the final bill is paid. No reimbursement for flagging will be made by the department if a violation of subsection B is documented.

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11. Erosion Control.

Supplement standard spec 107.20 with the following:

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

Provide the ECIP 14 days prior to the pre-construction conference. Provide one copy of the ECIP to the department and one copy of the ECIP to the WDNR Liaison (Michael Thompson, (414) 303-3408, MichaelCThompson@wisconsin.gov). Do not implement the ECIP until department approval, and perform all work according to the approved ECIP.

Maintain Erosion Control BMP's until permanent vegetation is established or until the engineer determines that the BMP is no longer required.

Stockpile excess materials or spoils on upland areas away from wetlands, floodplains, and waterways. Immediately install perimeter silt fence protection around stockpiles. If stockpiled materials will be left for more than 14 days, install temporary erosion control measures the engineer orders.

Re-apply topsoil on graded areas, as designated by the engineer, immediately after grading is completed within those areas. Seed, fertilizer, and mulch/erosion mat top-soiled areas, as designated by the engineer, within 5 days after placement of topsoil.

Do not allow any excavation for; structures, utilities, grading, maintaining drainage that requires dewatering (mechanical pumping) of water containing sediments (sand, silt, and clay particles) to leave the work site or discharge to a storm water conveyance system without sediment removal treatment. Prior to each dewatering operation, submit to the department a separate ECIP amendment describing in words and pictorial format an appropriate BMP for sediment removal, according to WisDNR Storm Water Construction Technical Standard, Code 1061, Dewatering. Include reasoning, location, and schedule duration proposed for each operation. Per Code 1061, include all selection criteria: site assessment, dewatering practice selection, calculations, plans, specifications, operations, maintenance, and location of proposed treated water discharge. Provide a stabilized discharge area. If directing discharge towards or into an inlet structure, provide additional inlet protection for back-up protection. Dewatering is considered incidental to the project.

SEF Rev. 15_0120

12. Hauling Restrictions.

Replace standard spec 107.2 with the following:

Present to the department, five business days before any proposed hauling, a proposed haul route plan detailing haul routes that are not part of the state trunk highway system. Include the months, days of the week, time of day, number of trucks, types of trucks and maximum loads of trucks anticipated to accomplish the project work in the haul route submittal.

The department will review the submittal and either approve or provide a letter with comments and proposed revisions to the contractor within five business days of its receipt. If approved, the department will subsequently survey the existing condition of that haul route to establish a baseline for assessing damage that the contractor's hauling operations might cause.

At all times, conduct operations in a manner that will cause a minimum of disruption to traffic on existing roadways.

See the article Prosecution and Progress for additional information on hauling restrictions and permits.

13. Notice to Contractor – Airport Operating Restrictions.

Fill out the FAA Notice Criteria tool for all permanent structures (bridge, light pole, etc.) or equipment (crane, etc.) used during construction.

<http://oeaaa.faa.gov/oeaaa/external/portal.jsp>

If required by the Notice Criteria tool, and for all cranes or construction equipment higher than 200 feet above the ground, submit completed form 7460-1 (Notice of Proposed Construction or Alteration) to The Federal Aviation Administration (FAA) at least 45 days before starting construction.

SEF Rev. 17_0104

14. Public Involvement Meetings.

Participate in department-sponsored public involvement meetings as the engineer requests. Ensure that representatives of subcontractors also participate in those meetings if the engineer requests.

SEF Rev. 16_0915

15. Traffic Meetings and Traffic Control Scheduling.

Every Wednesday by 9:00 AM, submit a detailed proposed 2-week look-ahead traffic closure schedule to the engineer. Type the detailed proposed 2-week look-ahead closure schedule into an excel spreadsheet provided by the engineer. Enter information such as closure dates, duration, work causing the closure and detours to be used. Also enter information such as ongoing long-term closures, emergency contacts and general 2-month look-ahead closure information into the excel spreadsheet.

Meet with the engineer between 10:00 - 10:30 AM on Wednesdays at the Zoo Interchange project office on 2424 S. 102nd Street; West Allis to discuss and answer questions on the proposed schedule. Edit, delete and add closures to the detailed proposed 2-week look-ahead schedule, as directed by the engineer, so that proposed closures meet specification requirements. Other edits, deletions or additions unrelated to meeting specification requirements may also be agreed upon with the engineer during the 10:00 AM meeting.

Every Wednesday at 2:00 PM, or as scheduled by the engineer, attend a weekly traffic meeting. The meeting will bring local agencies, project stakeholders, owner managers, owner engineers, contractors, document control and construction engineering personnel together to discuss traffic staging, closures and general impacts. Upon obtaining feedback from the meeting attendees, edit, delete and add information to the detailed 2-week look-ahead closure schedule, as needed. Submit the revised 2-week look-ahead to the engineer.

Obtain approval from the engineer for any mid-week changes to the closure schedule. Revise the 2-week look-ahead as required and obtain engineer approval.

SEF Rev. 15_0319

16. Material and Equipment Staging.

Submit a map showing all proposed material stockpile or equipment storage locations to the engineer 14 days prior to either preconstruction or proposed use, whichever comes first. Identify the specific purposes for the location. Obtain written permits from the property owner, and submit two copies to the engineer before use. Do not stockpile or store materials or equipment on wetlands.

Excavation material and cleared and grubbed material should be stockpiled on upland areas an adequate distance away from wetlands, storm sewer inlets, floodplains, and the waterways as determined by engineer.

17. Contractor Document Submittals.

This special provision describes minimum requirements for submitting project documents to the department. This special provision does not apply to shop drawing submittals.

Provide one electronic copy of all documents requiring department review, acceptance, or approval. Attach a completed engineer-provided transmittal sheet to each email submittal. The department will reject submittals with incomplete transmittal sheets and require re-submittal.

The department will return one reviewed, accepted, or approved original to the contractor. Additional return originals can be requested. Submit an additional original for each additional return original requested.

Submit electronic copies in Portable Document Format (PDF) to the engineer-designated folder within the department's SharePoint site, and send alerts with a link to the document via email to (an) account(s) the engineer determines. If possible, translate original documents from their native format (e.g. Word, Excel, AutoCAD, etc.) using a Portable Document Format translation routine. Scan other documents to PDF format with a minimum resolution of 600 dpi.

All costs for contractor document submittals are incidental to the contract.
SEF Rev. 15_0619

18. Information to Bidders, Use of Recovered Material.

The department encourages the use of waste materials and recovered industrial byproducts as material substitutions (106.2.1), provided they meet standard specification gradation requirements, conform to NR 538 requirements, and follow standard engineering practice for their intended use.

SEF Rev. 14_1211

19. Dust Control Implementation Plan.

A Description

This special provision describes developing, updating, and implementing a detailed Dust Control Implementation Plan (DCIP) for all land-disturbing construction activities and associated impacts both within the project site boundaries and outside the project site boundaries. Incorporate contract bid items that this article specifies into the DCIP.

B (Vacant)

C Construction

C.1 General

Control dust on the project as specified in standard spec 107.18. Minimize dust emissions resulting from land disturbing activities. Do not generate excessive air borne particulate matter (PM) or nuisance dust conditions. Control dust at all times during the contract.

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

C.2 DCIP Contents

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

Include all of the following:

1. A single contact person with overall responsibility for the DCIP development as well as surveillance and remediation of job related dust. Provide:
 - Name, firm, address, and working-hours phone number.
 - Non-working-hours phone number.
 - Email address.
2. A site map locating project features, the job site boundaries, all ingress and egress points, air intakes and other dust-sensitive areas, and all public and private paved surfaces within and adjacent to the job site. Show where specific land disturbing, dust generating activities will occur and, to the extent possible, where employing various dust control or prevention strategies.
3. A matrix, or plan, for each anticipated land disturbing, dust generating activity, showing the following:
 - Preventive measures that shall be employed.
 - The applicable contact person.
 - The contractor's timetable and surveillance measures used to determine when remediation is required.
 - The specific dust control and remediation measures that shall be employed. Identify the specific contract bid items that shall be used for payment. Indicate costs and practices that are incidental to the contract.
 - Both maintenance and cleanup schedules and procedures.
 - Excess and waste materials disposal strategy.
4. A description of monitoring and resolving off-site impacts.

C.3 Updating the DCIP

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

C.4 Dust Control Deficiencies

Coordinate with engineer to determine deadlines for resolving dust control deficiencies. Deficiencies include actions or lack of actions resulting in excessive dust, non-compliance with the contractor's DCIP or associated special provisions, and not properly maintaining equipment.

D Measurement

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

Measurement under the DCIP includes the contract bid items listed in this special provision:

624.0100	Water
628.7560	Tracking Pads
SPV.0075.0001	Pavement Cleanup Project 1060-34-76

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

E Payment

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

sef-107-005 (20170323)

20. Project Site Air Quality.

Because fine particulate matter levels for Milwaukee, Racine and Kenosha Counties are typically close to PM_{2.5} limits and the project is in a non-attainment area for the federal 8-hour ozone standard, contributions from construction activities can have a major impact well beyond the project limits. Take practical measures to mitigate the impact of operating construction equipment on the air quality in and around the project site.

Voluntarily establishing the staging zones for trucks waiting to load and unload is encouraged by the department. Locate staging zones where idling of diesel powered equipment will have minimal impact on abutting properties and the general public. The department will make signs available to help identify these zones. Have truckers queue up in these zones whenever it is practical. The department further encourages drivers to shut down diesel trucks as soon as it appears likely that they will be queued up for more than ten minutes. Notify employees and sub-contractors about fueling and engine idling.



Portable Concrete Crusher Plants

Portable concrete crusher plants may need a NR 440 Concrete Crusher Plant Air Permit for air emissions. Please contact Mike Griffin, Wisconsin Department of Natural Resources, Air Compliance Engineer, (414) 263-8554, to request additional information and permit application materials. Complete permit applications may take three months to process.
SEF Rev. 16_0929

21. Maintaining Drainage.

Maintain drainage at and through worksite during construction conforming to standard spec 107.22, 204, 205 and 520.

Use existing storm sewers, existing culvert pipes, existing drainage channels, temporary culvert pipes, or temporary drainage channels to maintain existing surface and pipe drainage. Pumps may be required to drain the surface, pipe, and structure discharges during construction. Costs for furnishing, operating, and maintaining the pumps is considered incidental to the project.

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

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

Dewatering (Mechanical Pumping) for treatment Water (sediment-laden) Operations

If dewatering operations require pumping of water containing sediments (sand, silt, and clay particles), the discharge will not be allowed to leave the work site or discharge to a storm water conveyance system without sediment removal treatment. Refer to article Erosion Control in these special provisions for additional requirements.

sef-107-016 (20170310)

22. Notice to Contractor – OCIP Exclusions.

The Owner Controlled Insurance Program (OCIP) insurance coverage excludes environmental/abatement work, including hazardous materials/chemicals, lead and other materials considered hazardous – see Article – Owner Controlled Insurance Program for additional information. Environmental/abatement work must be performed by a qualified contractor and the work will not be covered under OCIP. The contractor performing Environmental/abatement work may potentially be enrolled in the OCIP if also performing other work not excluded from the OCIP umbrella. The qualified subcontractor must carry Construction Pollution Liability insurance with limits of at least \$1,000,000 per Occurrence and \$2,000,000 Aggregate.

Report only payroll from non-environmental work under the OCIP. Do not report payroll generated from environmental/abatement work.

Direct questions regarding all aspects of OCIP to Chris Luttrell at (608) 381-2340, or chris.luttrell@dot.wi.gov.

sef-107-025 (20170406)

23. OCIP Information.**The Owner Controlled Insurance Program (OCIP)**

The Zoo Interchange project will be constructed under the umbrella of an Owner Controlled Insurance Program (OCIP). Contractor/Consultant participation in this Corridor Project is mandatory and requires enrollment into the OCIP. Additional information regarding OCIP can be found at:

<http://wisconsin.gov/Pages/doing-bus/contractors/hcci/prelim-plan-se.aspx>.

If you have questions regarding the OCIP, including whether your company needs to be enrolled into the OCIP, please contact Chris Luttrell at (608) 381-2340, or chris.luttrell@dot.wi.gov.

sef-107-030 (20170406)

24. Owner Controlled Insurance Program.

Standard spec 107.26, “Standard Insurance Requirements” is deleted in its entirety and the following standard spec 107.26 is substituted thereof:

107.26 Standard Insurance Requirements

107.26(1)(a) Owner Controlled Insurance Program

1. Overview. The State of Wisconsin, Department of Transportation (“the WisDOT”) has arranged with Aon Risk Solutions, (the “OCIP administrator”) for this Project to be insured under its Owner Controlled Insurance Program (“OCIP”). The OCIP is more fully described in the Zoo Interchange manual for the Owner Controlled Insurance Program (the “Insurance Manual”) and the Safety and Health Plan Manual that are incorporated in this Special Provision and the Contract by this reference. Parties performing labor or services at the Project Site (as defined by the OCIP Policies) are eligible to enroll in the OCIP unless the party is an excluded party (as defined below). The OCIP will provide to enrolled parties(as defined below) workers’ compensation and employer’s liability insurance, commercial general liability insurance, Builders Risk and Excess Liability insurance as summarily described below in connection with the performance of the Work (“OCIP coverage’s”).

2. Enrolled Parties and Their Insurance Obligations. OCIP coverage applies only to Enrolled Parties. Enrolled Parties include the WisDOT and its employees, non-excluded Contractors and Subcontractors of all tiers who enroll in the OCIP, all employees of Enrolled Contractor’s and Subcontractor’s who perform Work at the Project Site, and such other persons or entities that the WisDOT, in its sole discretion, may designate (each such party who is insured under the OCIP is collectively referred to as an “Enrolled Party”).

Enrolled Parties shall obtain and maintain, and shall require each of its Subcontractors to obtain and maintain, the insurance coverage specified in 107.26(1)(a) 8 below.

3. Excluded Parties and Their Insurance Obligations. OCIP coverage’s do not apply to the following “Excluded Parties”:

- a. Hazardous materials remediation, removal and/or transport companies;
- b. Vendors *, suppliers, fabricators, material dealers, truckers**, haulers, drivers and others who merely transport, pickup, deliver, or carry materials, personnel, parts or equipment or any other items or persons to or from the Project;

* WisDOT is requiring all vendors who perform maintenance on an enrolled contractor’s equipment to be enrolled in the OCIP. Please see “WisDOT OCIP Enrollment Guidance Relating to Service Vendors” to determine whether they will be enrolled per project id number or on a Miscellaneous blanket basis.

**** Truckers that come on site must remain in the cab of the vehicle.**

Refer to the “Enrollment Matrix” which clearly outlines the requirements contingent upon the category that the entity falls under, such as: Contractor; Subcontractor; Consultant; Visitor; etc.

- c. Sanitary disposal facility providers, if the only function is to drop off the units and pick them up later, they are material suppliers and are excluded. If the company also services/cleans the units on site, that is no longer being a material supplier. (Refer to “Enrollment Matrix”, Vendors Providing Maintenance On Site).
- d. Contractors and Subcontractors of any tier that do not perform any actual labor on the Project site;
- e. Any party or entity not specifically identified in this special provision or excluded by the WisDOT as permitted by law, even if otherwise eligible.
- f. If you are not employed by an Enrolled Party, but performing services of an Excluded Party, you are not covered by the OCIP.

Excluded Parties and parties not enrolled in the OCIP shall obtain and maintain, and shall require each of its excluded Subcontractors to obtain and maintain, the insurance coverage specified in standard spec 107.26(1)(a) 8 below and in the Insurance Manual. Excluded Parties shall comply with all of the safety requirements pursuant to 107.26(1)(a) 16.

4. OCIP Insurance Policies Establish OCIP coverage’s. The OCIP coverage’s and exclusions summarized in this special provision and the other contract documents are set forth in full in their respective insurance policy forms. The summary descriptions of the OCIP coverage’s in this special provision or the Insurance Manual are not intended to be complete or to alter or amend any provision of the actual OCIP coverage’s. In the event any provision of this special provision, the Insurance Manual, or the contract documents, conflicts with the OCIP insurance policies, the provisions of the actual OCIP insurance policies shall govern.

5. Summary of OCIP Coverage’s. OCIP coverage’s will apply only to those operations of each Enrolled Party performed at the Project Site (as defined in the OCIP insurance Policies) in connection with the Work and only to Enrolled Parties that are eligible for the OCIP.

The OCIP coverage’s are primary insurance for all Enrolled Parties for occurrences during the policy period at the Project Site (as defined in the OCIP Policies). The OCIP will provide at least the following insurance to Enrolled Parties:

Summary of OCIP Coverages

This is a brief description of OCIP Insurance Coverage. Enrolled Parties should refer to the actual policies for details concerning coverage, exclusions and limitations.

- a. Workers' Compensation Insurance -Statutory Limit including Jones Act and USL&H coverage, as applicable
- b. Employer's Liability Insurance \$1,000,000 Bodily Injury by Accident, each accident \$1,000,000 Bodily Injury by Disease, each employee \$1,000,000 Bodily Injury by Disease, policy limits
- c. Commercial General Liability (ISO Occurrence Form – Limits Shared By All Insureds) \$2,000,000 Each Occurrence Limit (Annual Limit) \$2,000,000 Personal/Advertising Injury Aggregate \$4,000,000 General Aggregate Limit for all Enrolled Parties (Annual Limit)

\$4,000,000 Products and Completed Operations Aggregate for all Enrolled Parties (Single Limit Applies to Entire Products and Completed Operations Extension)

10 yr. Products and Completed Operations Extension

- d. The OCIP Commercial General Liability policy will not provide coverage for any claim that could be covered under a property policy or Builder's Risk policy.
- e. Excess Liability insurance (over Employer's Liability and General Liability – Limits Shared by All Insureds).

\$100,000,000 Each Occurrence Limit

\$100,000,000 Aggregate (Annual Limit)

\$100,000,000 Products and Completed Operations Aggregate Limit (Single Limit Applies to Entire Products and Completed Operations Extension).

- f. Builder's Risk Insurance Coverage:

This is a brief description of Builder's Risk Insurance Coverage. Contractor should refer to the actual policies for details concerning coverage, exclusions and limitations.

The Builder's Risk insurance covers insures property, including materials, supplies, machinery, fixtures and equipment which will become a permanent part of the Work (excluding road work at grade level) in the course of construction.

The Builder's Risk coverage insures WisDOT and Enrolled Parties.

Builders Risk:

Limit

Each Occurrence Limit
\$100,000,000

Builder's Risk Obligation:

- g. Contractor or Subcontractor shall pay to the WisDOT's designee within five (5) days
- h. Written notice a maximum of up to twenty-five thousand dollars (\$25,000.00) for each loss payable under the Builder's Risk Policy attributable to Contractor's Work, acts or omissions, or the Work, acts or omissions of any of Contractor's Subcontractors, or any other entity or party for whom Contractor may be responsible ("builder's risk obligation").

6. The WisDOT's Insurance Obligations.

- a. The WisDOT will pay the costs of premiums for the OCIP coverage's and WisDOT will receive or pay, as the case may be, all adjustments to such costs, whether by way of dividends, retroactive adjustments, return premiums, other moneys due, audits or otherwise.
- b. The WisDOT assumes no obligation to provide insurance other than that specified in this special provision and the OCIP insurance policies.
- c. Except as provided by applicable law, the WisDOT's furnishing of OCIP coverage's will in no way relieve or limit, or be construed to relieve or limit, Contractor or any of its Subcontractors of any responsibility, liability, or obligation imposed by the contract documents, the OCIP insurance policies, or by law, including without limitation any indemnification obligations which Contractor or any of its Subcontractors has to the WisDOT there under. The WisDOT reserves the right at its option, to furnish other insurance coverage of various types and limits provided that such coverage is not less than that specified in the contract documents.

7. Contractor's OCIP Obligations. Contractor shall:

- a. Assign to WisDOT the right to receive all such adjustments, and shall require that each of its Subcontractors of every tier assigns to WisDOT the right to receive all such adjustments.
- b. Incorporate the terms of this special provision in all subcontract agreements.

- c. Enroll and maintain enrollment in the OCIP, and shall ensure that each non-Excluded subcontractor, enrolls and maintains enrollment in the OCIP. Enrollment shall take place within five days of a receipt of a Notice to Proceed, and prior to commencement of work. Comply with all of the administrative, safety, insurance, and other requirements outlined in this special provision, the Insurance Manual, the OCIP insurance policies, the Safety and Health Plan Manual, or elsewhere in the contract documents.
- d. Provide each of its Subcontractors with a copy of the Insurance Manual and ensure Subcontractor compliance with the provisions of the OCIP insurance policies, the Insurance Manual, this special provision, and the contract documents. The failure of (a) the WisDOT to include the Insurance Manual in the bid documents or (b) Contractor to provide each of its eligible Subcontractors with a copy of same shall not relieve Contractor or any of its Subcontractors from any of the obligations contained therein.
- e. Acknowledge, and require all of its Subcontractors to acknowledge in writing, that the WisDOT and the OCIP administrator are not agents, partners or guarantors of the insurance companies providing coverage under the OCIP (each such insurer, an “OCIP insurer”) and that the WisDOT is not responsible for any claims or disputes between or among Contractor, its Subcontractors, and any OCIP insurer(s). Any type of insurance coverage or limits of liability in addition to the OCIP coverage’s that Contractor or any Subcontractor requires for its or their own protection, or that is required by applicable laws or regulations, shall be Contractor’s or its Subcontractor’s sole responsibility and expense and shall not be billed to the WisDOT.
- f. Cooperate fully with the OCIP administrator and the OCIP insurers, as applicable, in its or their administration of the OCIP.
- g. Provide, within five (5) business days of the WisDOT’s or the OCIP administrator’s request, all documents or information as requested of Contractor or its Subcontractors. Such information may include but not be limited to, payroll records, certified copies of insurance coverage’s, declaration pages of coverage’s, certificates of insurance, underwriting data, prior loss history information, insurance audits, safety records or history, OSHA citations, or such other data or information as the WisDOT, the OCIP administrator, or OCIP insurers may request in the administration of the OCIP, or as required by the Insurance Manual.
- h. Pay to the WisDOT’s designee within five (5) days of written notification, a sum of up to **\$10,000** of each claim, including court costs, attorney’s fees and costs of defense for property damage to the extent losses are insured under the OCIP Commercial General Liability policy for those losses that are attributable to Contractor’s Work, acts or omissions, or the Work, acts or omissions of any of its Subcontractors, or any other entity or party for whom Contractor may be responsible (“contractor General Liability obligation”). The contractor General Liability obligation will not be insured by the OCIP Coverage’s.

8. Additional Insurance Required From Enrolled Parties and Excluded Parties.

Contractor shall obtain and maintain, and shall require each of its Subcontractors of every tier to obtain and maintain, the insurance coverage specified in this Section in a form and from insurance companies reasonably acceptable to the WisDOT. The insurance limits may be provided through a combination of primary and excess policies, including the umbrella form of policy. The insurance required by this Section shall conform to the WisDOT's requirements outlined in the Insurance Manual and be written by companies authorized to do business in the state of Wisconsin with an **AM Best rating of A-or better**. Contractor shall provide certificates of insurance coverage to the WisDOT as required below and by the Insurance Manual.

As to Enrolled Parties, the Workers' Compensation, Employer's Liability, and Commercial General Liability insurance required by this section shall only be for operations away from the Project Site (as defined by OCIP Policies). The cost of providing the required insurance coverage and limits is incidental to the contract. The department will make no additional or special payment for providing insurance.

TYPE OF INSURANCE MINIMUM LIMITS REQUIRED

1. Commercial General Liability insurance shall be endorsed to include Blanket Contractual Liability coverage.
 - a. \$2,000,000 Combined Single Limits per occurrence with an annual aggregate limit of not less than \$4,000,000.
 - b. The OCIP Coverage's shall exclude blasting or explosion operations. If blasting or explosion operations are used in connection with the Work, Commercial General Liability insurance shall not contain an exclusion for blasting or explosion and shall be provided in limits established by the WisDOT at the time such blasting or explosion methods are elected. Such coverage shall apply to operations whether the operations occur on the Project site or away from the Project site.
 - c. Wisconsin Department of Transportation, their respective officers, agents and employees, and any additional entities as the WisDOT may request as additional insureds must be named as an Additional Insured which shall include: i) liability arising out of the Work performed by the named insured; ii) liability arising out of the supervision of the Work performed by or operations of the named insured; and iii) liability of the acts or omissions of the Additional Insureds relating to Work performed by the named insured for the Project, except for sole negligence of the Additional Insureds iv) will state that coverage is afforded on a primary and non-contributory basis.
 - d. Ongoing Construction Operation(s) in effect at all times while work is being performed by Contractor;
 - e. Subcontractors and Independent Contractors (if any);

- f. Products and Completed Operations, including coverage applicable to additional insureds (as required by this agreement) with Completed Operations coverage to remain in force, whether by endorsement or renewal of coverage, including the Contractor, any party required to be indemnified by this Contract and any other party required by this Contract to be named as an additional insured, for at least two (2) years from the date of final completion of the Project and WisDOT's acceptance of the work; and
 - g. Explosion, collapse, and underground hazards.
 - h. Contractual Liability (insured contract) coverage sufficient to meet the requirements of this Contract (including defense costs and attorney's fees assumed under contract);
 - i. Personal and Advertising Injury Liability coverage (with the standard contractual and employee exclusions deleted);
 - j. Notice and Knowledge of Occurrence conditions limited to the knowledge of relevant corporate officers or risk managers with an Unintentional Errors and Omissions provision (providing that the insurer may not deny coverage unless it can show that it has been prejudiced by a failure of the insured to comply with a condition of the policy); and
 - k. CG 22 79 07 98 (or equivalent) is the only acceptable Professional Liability Exclusion.
 - l. Operations performed within 50' of railroad
 - m. Contractors must provide their own insurance for owned, leased, rented and borrowed equipment, whether such equipment is located at a Project Site or "in transit". Contractors are solely responsible for any loss or damage to their personal property including, without limitation, property or materials created or provided under the Contract until installed at the Project Site, Contractor tools and equipment, scaffolding and temporary structures.
2. Workers' Compensation and Employer's Liability insurance.
- a. Workers' Compensation Limits: Statutory Limits
 - b. Employer's Liability limits:
 - \$1,000,000 Bodily Injury by Accident, each accident \$1,000,000 Bodily Injury by Disease, each employee \$1,000,000 Bodily Injury by Disease, policy limits
- Terms and conditions shall include:
- USL&H – where applicable.
 - Jones Act – where applicable.
 - All states endorsement -where applicable.
3. Commercial Automobile Liability insurance as specified by Insurance Services Office (ISO), form CA 00 01, symbol 1 (any auto) with the following limits and endorsements:

- a. No Trucking or Hauling: \$1,000,000 Each Accident
 - b. Trucking or Hauling (Non Hazardous Materials): \$2,000,000 Each Accident
 - c. Trucking or Hauling Hazardous Materials: \$5,000,000 Each Accident with an MCS 90 Endorsement and ISO Endorsement CA 99 48.
- 4. For any work over water, whether deemed navigable or otherwise, Contractors Pollution Liability insurance with \$2,000,000 per occurrence and \$2,000,000 aggregate policy limits.
 - 5. Aviation and/or Watercraft Liability insurance, as appropriate, including hull and protection and indemnity for watercraft, or other insurance, in form and with limits of liability and from an insuring entity reasonably satisfactory to the WisDOT.

Contractor's failure to procure or maintain the insurance required by this Section and to assure all its Subcontractors of every tier maintain the required insurance during the entire term of the contract shall constitute a material breach of this contract under which the WisDOT may immediately suspend or terminate this contract or, at its discretion, procure or renew such insurance to protect the WisDOT's interests and pay any and all premiums in connection therewith, and withhold or recover all monies so paid from the Contractor.

Contractor shall provide the WisDOT with certificates of insurance as evidence that required coverage's for insurance detailed in this section are in force. The bidder shall provide certificates of insurance in their pre-qualification statement as specified in 102.1.

Contractor shall notify the WisDOT at least 60 calendar days before a cancellation or material change in coverage and only obtain coverage from insurance companies licensed to do business in the state that have an AM Best rating of A- or better. The cost of providing the required insurance coverage and limits is incidental to the contract. The WisDOT will make no additional or special payment for providing insurance.

The above insurance requirements shall apply with equal force whether the Contractor or a Subcontractor, or anyone directly or indirectly employed by either, performs the work under the Project.

9. Additional Insureds:

All insurance required by this agreement (excluding only workers compensation insurance) shall name WisDOT, all parties required to be indemnified by this Contract and all other parties as reasonably requested by the WisDOT, as additional insureds. All policies (including primary, excess and/or umbrella) must provide that coverage shall be primary and non-contributory to any insurance maintained by the Contractor or the additional insured, all of which shall be stated on the Certificate of Insurance provided by the Contractor. The Additional Insured Endorsement shall be on Form CG 20 10 11/85, or CG 20 33 10/01 plus CG 20 37 10/01, or equivalent, and shall include ongoing and completed operations coverage, which shall not contain any restrictions.

IN THE EVENT THAT THE LAW OF THE STATE IN WHICH THE PROJECT IS LOCATED (OR APPLICABLE LAW) LIMITS THE ADDITIONAL INSURED COVERAGE THAT WISDOT MAY REQUIRE FROM THE CONTRACTOR, THEN THE CONTRACTOR SHALL BE REQUIRED TO OBTAIN ADDITIONAL INSURED COVERAGE TO THE FULLEST EXTENT OF COVERAGE AND LIMITS ALLOWED BY APPLICABLE LAW AND THIS CONTRACT SHALL BE READ TO CONFORM TO SUCH LAW.

10. Contractor Representations and Warranties to the WisDOT. Contractor represents and warrants to the WisDOT or behalf of itself and its Subcontractors:

- a. That all information it submits to the WisDOT or the OCIP administrator shall be accurate and complete.
- b. That Contractor, on behalf of itself and its Subcontractors, has had the opportunity to read and analyze copies of the OCIP binders and specimen policies that are on file in the WisDOT's office. Any reference or summary in the contract, this special provision, the Insurance Manual, or elsewhere in any other contract document as to amount, nature, type or extent of OCIP coverage's and/or potential applicability to any potential claim or loss is for reference only. Contractor and its Subcontractors have not relied upon said reference but solely upon their own independent review and analysis of the OCIP coverage's in formulating any understanding and/or belief as to amount, nature, type or extent of any OCIP coverage's and/or its potential applicability to any potential claim or loss.
- c. That the costs of OCIP coverage's were not included in Contractor's bid or proposal for the Work, the contract price, and will not be included in any change order, change modification, or any request for payment for the Work or extra work. The "costs of OCIP coverage's" is defined as the dollar amount of premiums, costs and fees the Contractor and its Subcontractors would have paid its insurance carrier to insure the operations and exposures which are being insured under the OCIP.
- d. That Contractor acknowledges that the WisDOT will not pay or compensate Contractor or any Subcontractor, in any manner, for costs of OCIP coverage's or for "insurance costs" except as specifically required to be maintained by Contractor by the terms of this special provision.

11. Severability of Interests (Cross Liability):

All insurance required by this agreement (excluding only workers compensation insurance) shall include a provision or be endorsed to provide that, inasmuch as the policy is written to cover more than one insured, all terms, conditions, insuring agreements and endorsements, with the exception of limits of liability, shall operate in the same manner as if there were a separate policy covering each insured. No cross liability exclusions are permitted and there may not be any restrictions in any policies that limit coverage for a claim brought by an additional insured against a named insured. Also, there shall not be any provision in any

insurance policy which excludes or conditions coverage on the existence of a contract or other agreement requiring insurance.

12. Breach of Insurance Requirements:

The Contractor's failure to obtain and maintain insurance coverages as required by this agreement shall constitute a material breach of the Contract. In such event WisDOT may at its option: (i) terminate the Contractor for default; or (ii) purchase such coverage and backcharge the premium and associated costs to the Contractor; or (iii) at their respective option, WisDOT and/or an additional insured can require the Contractor and/or its Subcontractors to pay for attorney's fees, expenses, damages and liability as a result of any claim or lawsuit to the extent coverage would have been provided to them under the Contractor's insurance but for the Contractor's breach WisDOT has the right to backcharge the Contractor for such sums. Furthermore, to the extent of their respective interest, the Insurers of those entities that were to be included as additional insureds are deemed to be third-party beneficiaries of the insurance procurement obligation.

13. Subcontractor:

Before permitting any Subcontractor to perform work under a subcontract, the Contractor shall require by written contract that the Subcontractor maintain insurance in like form and amounts to that required herein. The Contractor shall be responsible to ensure that each Subcontractor maintains insurance in like form and amounts and shall Provide evidence of same if requested. Contractor shall provide copies of its Subcontractor's certificates of insurance coverage to WisDOT or the OCIP Administrator upon request.

14. Notice of Cancellation:

All insurance coverages required by this agreement shall contain a provision that the coverage afforded thereunder cannot be cancelled, non-renewed, allowed to lapse, or have any restricted modifications added unless at least thirty (30) days prior written notice has been given to WisDOT. The Contractor is responsible to provide replacement coverage conforming with the requirements of this agreement in the event of any cancellation, non-renewal or modification of any insurance coverages required by this agreement.

15. Limits of Insurance:

The Contractor's insurance coverage and any additional insured coverage provided to WisDOT and any additional insured shall be for the full amount of any loss up to the policy(s) limits of liability and shall not be limited to the minimum insurance requirements of this Contract. The Contractor is responsible for notifying its insurance carriers in the event of a loss or potential loss involving coverage for the additional insureds. However, this does not prohibit any additional insureds from reporting a claim directly to the Contractor's insurance carriers.

16. Deductibles/Denial of Claims:

The Contractor shall be responsible, at no additional cost to WisDOT, for the payment of any deductibles or self-insured retention in connection with the insurance coverages required by this agreement, both for itself and all additional insureds. Any self-insured retention or deductible must be declared in writing at the time the Contractor submits its bid and must be specifically approved by WisDOT prior to execution of the Contract. The Contractor shall be responsible for any loss arising out of coverage denial by its insurance carrier. The Contractor may not procure policies that limit who may pay the SIR or deductible; rather, any SIR shall be payable by either the Contractor or the Subcontractor and the Contractor may not have a policy that prevents WisDOT from accessing or triggering coverage unless the SIR is paid by the Contractor. Contractor shall also ensure that similar conditions are incorporated into all subcontracts. In the event that WisDOT is required to pay any deductible and/or SIR to access any insurance policy, Subcontractor shall promptly reimburse the Contractor for such payment.

17. No Waiver of Insurance Requirements:

IT IS EXPRESSLY AGREED BETWEEN WISDOT AND THE CONTRACTOR THAT THE FAILURE OF WISDOT TO REQUIRE OR VERIFY COMPLETE AND TIMELY PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THIS CONTRACT SHALL NOT BE A WAIVER BY WISDOT OF ANY RIGHT OF WISDOT TO REQUIRE THE CONTRACTOR TO COMPLY WITH THESE INSURANCE REQUIREMENTS AND/OR TO SEEK DAMAGES BECAUSE OF THE CONTRACTOR'S FAILURE TO COMPLY WITH THE INSURANCE REQUIREMENTS IN THIS CONTRACT.

18. Audits. Contractor agrees that the WisDOT, the OCIP administrator, and/or any OCIP insurer may audit Contractor's or any of its Subcontractor's Project payroll records, books and records, insurance coverage's, insurance cost information, or any other information that Contractor provides to the WisDOT, the OCIP administrator, or the OCIP insurers to confirm their accuracy and to assure that costs of OCIP coverage's are not included in any payment for the work.

19. The WisDOT's Election to Modify or Discontinue OCIP. The WisDOT may, for any reason, modify the OCIP coverage's, discontinue the OCIP, or request that Contractor or any of its Subcontractors withdraw from the OCIP upon thirty (30) days written notice. Upon such notice Contractor and/or one or more of its Subcontractors, as specified by the WisDOT in such notice, shall obtain and thereafter maintain at the WisDOT's expense, Contractor Maintained Coverages (or a portion thereof as specified by the WisDOT) of the OCIP coverage's. The form, content, limits of liability, cost, and the insurer issuing such replacement insurance shall be subject to the WisDOT's approval.

20. Withhold of Payments. The WisDOT may withhold from any payment owing to Contractor the costs of OCIP coverage's if included in a request for payment. In the event the WisDOT audit of Contractor's records and information as permitted in the Contract, this special provision, or other contract documents reveals a discrepancy in the insurance,

payroll, safety, or any other information required by the contract documents to be provided by Contractor to the WisDOT, or to the OCIP administrator, or reveals the inclusion of costs of OCIP coverage's in any payment for the work, the WisDOT will have the right to full deduction from the Contract Price of all such costs of OCIP coverage's and all audit costs. Audit costs will include but not be limited to the fees of the OCIP administrator, and the fees of attorneys and accountants conducting the audit and review. If the Contractor or its Subcontractors fail to timely comply with the provisions of this special provision or the requirements of the Insurance Manual, the WisDOT may withhold any payments due Contractor and its Subcontractors until such time as they have performed the requirements of this special provision. Such withholding by the WisDOT will not be deemed to be a default hereunder.

21. Waiver of Claim and Waiver of Subrogation. Where permitted by law, Contractor hereby waives all rights of recovery under subrogation because of deductible clauses, inadequacy of limits of any insurance policy, limitations or exclusions of coverage, or any other reason against the WisDOT, the State of Wisconsin and any of its Agencies or Officer's, Agents or employees including without limitation, the OCIP administrator, its or their officers, agents, shareholders or employees of each, if any, and any other Contractor or Subcontractor performing work or rendering services on behalf of the WisDOT in connection with the planning, development and construction of the Project, and Contractor shall require that all Contractor maintained insurance coverage related to the work include clauses providing that each insurer shall waive all of its rights of recovery by subrogation for claims described above.

22. Waiver of Subrogation. Where permitted by law, Contractor shall also require that all Contractor maintained insurance coverage related to the work include clauses providing that each insurer shall waive all of its rights of recovery by subrogation against the WisDOT, the State of Wisconsin and any of its Agencies or Officer's, Agents or employees including without limitation, the OCIP administrator, its or their officers, agents, shareholders or employees of each, if any. Contractor shall require similar written express waivers and insurance clauses from each of its Subcontractors. A waiver of subrogation shall be effective as to any individual or entity even if such individual or entity (a) would otherwise have a duty of indemnification, contractual or otherwise, (b) did not pay the insurance premium directly or indirectly, and (c) whether or not such individual or entity has an insurable interest in the property damaged.

23. Conflicts. In the event of a conflict, the provisions of this special provision shall govern, then the provisions of the contract and its other related contract documents, then the provisions of the Insurance Manual.

24. Safety. Contractor shall be solely responsible for safety on the Project and safety relating to the Work. Contractor shall establish a safety program that, at a minimum, complies with all local, state and federal safety standards, and any safety standards established by the WisDOT for the Project, including the Project Safety and Health Plan Manual.

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25. Subletting the Contract.

Replace standard spec 108.1.1 (3) with the following:

If proposing to have a party other than a subcontractor perform work, notify the engineer and submit details of this arrangement in writing. The engineer will determine if that arrangement constitutes subcontracting. Submit copies of all other agreements between any parties regarding the performance of work under the contract with the Request to Sublet.
SEF Rev. 14_1212

26. CPM Progress Schedule.

Modify the standard specs as follows:

Submit a CPM Progress Schedule and updates conforming to standard spec 108.4.4, and as provided in this special provision.

To ensure compatibility with the Master Program Schedule, use the latest version of Primavera P6 Project Management, by Oracle Corporation, Redwood Shores, CA, to prepare the Initial CPM Progress Schedule, Monthly CPM Progress Updates and other CPM Progress Revisions requested by the engineer.

Within five business days after award, the department will provide its current standard Work Breakdown Structure and activity codes to use to develop the Initial CPM Progress Schedule.

Designate a Project Scheduler who will be responsible for scheduling the Work and submit a professional resume describing a minimum of three years of scheduling experience on interstate-highway reconstruction work of similar size and complexity, including recent experience with P6. Obtain approval of the submitted resume before scheduling the work.

With each Monthly CPM Progress Schedule Update also include:

- Activities underway and as-built dates for the past month.
- Agreement on the as-built dates with the department depicted in the Monthly CPM Progress Schedule Update. Document all disagreements. Use the as-built dates from the Monthly CPM Progress Schedule Update for the month when updating the CPM schedule.
- Actual as-built dates for completed activities through final acceptance of the project.

sef-108-010 (20170403)

27. Force Account.

Supplement standard spec 109.4.5.1 (3)1 with the following:

Include accumulation of wages to date for each employee performing force account work and identify allowable Federal Unemployment Tax (FUTA) and State Unemployment Tax (SUTA) multipliers.

SEF Rev. 14_1211

28. Clearing and Grubbing, Emerald Ash Borer.

This applies to projects in the emerald ash borer (EAB) quarantined zones to include: Adams, Brown, Buffalo, Calumet, Columbia, Crawford, Dane, Dodge, Door, Douglas, Fond du Lac, Grant, Green, Iowa, Jackson, Jefferson, Juneau, Kenosha, Kewaunee, La Crosse, Lafayette, Manitowoc, Marquette, Milwaukee, Monroe, Oneida, Outagamie, Ozaukee, Portage, Racine, Richland, Rock, Sauk, Sheboygan, Trempealeau, Vernon, Walworth, Washington, Waukesha, Winnebago and Wood counties.

Supplement standard spec 201.3 with the following:

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

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

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

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

Note that blue ash twigs are 4-sided. All other Wisconsin ash trees have round stems. Also, Mountain ash (*Sorbus americana* and *S. decora*) is not a true ash and is not susceptible to EAB infestation.

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

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

ATCP 21.17 Emerald ash borer; import controls and quarantine.

(1) Importing or Moving Regulated Items from Infested Areas; Prohibition.

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

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

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

(2) Regulated Items. The following are regulated items for purposes of subparagraph.

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

(3) Inspected and Certified Items; Exemption.

Subsection (1) does not prohibit the shipment of a regulated item if a pest control official in the state or province of origin does all of the following:

- a) Inspects the regulated item.
- b) Certifies any of the following in a certificate that accompanies the shipment:
 - 1. The regulated item originates from non-infested premises and has not been exposed to emerald ash borer.
 - 2. The regulated item was found, at the time of inspection, to be free of emerald ash borer.
 - 3. The regulated item has been effectively treated to destroy emerald ash borer. The certificate shall specify the date and method of treatment.
 - 4. The regulated item is produced, processed, stored, handled or used under conditions, described in the certificate, that effectively preclude the transmission of emerald ash borer.

Regulatory Considerations

- a) The quarantine means that ash wood products may not be transported out of the quarantined area.
- b) Clearing and grubbing includes all ash trees that are to be removed from within the project footprint. If ash trees are identified within clearing and grubbing limits of the project, the following measures are required for the disposal:

Chipped Ash Trees

- a) May be left on site if used as landscape mulch within the project limits. If used as mulch on site, chips may not be applied at a depth greater than standard mulch applications as this will impede germination of seeded areas.
- b) May be buried on site within the right-of-way according to standard spec 201.3 (14).
- c) May be buried on adjacent properties to projects within the quarantined zone with prior approval of the engineer according to standard spec 201.3 (15).
- d) May be trucked to a licensed landfill within the quarantined zone with the engineer's approval according to standard spec 201.3 (15).
- e) Burning chips is optional if in compliance with standard spec 201.3.

- f) Chips must be disposed of immediately if not used for project mulching and may not be stockpiled and left on site for potential transport by others. Chips may be stockpiled temporarily if they will be used for project mulching and are not readily accessible to the public.
- g) Chipper equipment must be cleaned following post-chipping activities to insure no spread of wood chip debris into non-quarantined counties.

Ash logs, Branches, and Roots

- a) May be buried without chipping within the existing right-of-way or on adjacent properties according to standard spec 201.3 (14)(15).
- b) May be trucked to a licensed landfill within the quarantined zone with the engineer's approval according to standard spec 201.3 (15).
- c) Burning is optional if in compliance with standard spec 201.3.
- d) Ash logs, branches, and roots must be disposed of immediately and may not stockpiled.
- e) All additional costs will be incidental to clearing and grubbing items.
- f) Do not bury or use mulch in an area that will be disturbed again during later phases of the project.
- g) Anyone moving firewood or ash products from the state or these counties is subject to state and federal fines up to \$1,000.00. All fines are the responsibility of the contractor. Obtain updated quarantine information at the DNR Firewood Information Line at 1-800-303-WOOD.

Furnishing and Planting Plant Materials

Supplement standard spec 632.2.2 with the following:

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

Updates for Compliance

Each year, as a service, the Wisconsin department of agriculture, trade and consumer protection distributes an updated federal CFR listing to nursery license holders and other affected persons in this state. More frequent updates, if any, are available on the Department of Agriculture, Trade, and Consumer Protection (DATCP) website at www.datcp.state.wi.us. Subsection (1) applies to new regulated areas as those areas are identified in the CFR, regardless of whether affected persons receive update notices from the DATCP. Persons may request update notices by calling **(608) 224-4573**, by visiting the DATCP website, or by writing to the following address:

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

Regulated Items

More frequent updates, if any, are available on the DATCP website at www.datcp.state.wi.us. Subsection (1) applies to new regulated areas as those areas are identified in the CFR, regardless of whether affected persons receive update notices from DATCP. Persons may request update notices by calling (608) 224-4573, by visiting the DATCP website, or by writing to the above address.
SER-201.1 (20160808)

29. Excavation, Hauling, and Disposal of Petroleum Contaminated Soil, Item 205.0501.S.

A Description

A.1 General

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

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

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

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

A.2 Notice to the Contractor – Contaminated Soil Location

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

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

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

No active groundwater monitoring wells were observed within the construction limits. If active groundwater monitoring wells are encountered during construction, notify the engineer and protect them to maintain their integrity. The environmental consultant will determine if monitoring wells need to be maintained. For monitoring wells that do need to be maintained, adjust the wells that do not conflict with structures or curb and gutter to be flush with the final grade. For wells that conflict with the previously mentioned items or if monitoring wells are not required to be maintained, they will be abandoned by others.

If dewatering is required at the above locations, conduct the dewatering according to Section C below.

A.3 Excavation Management Plan

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

Name: Andrew Malsom
Address: 141 NW Barstow Street, PO Box 798, Waukesha, WI 53187-0798
Phone: (262) 548-6705
Fax: (262) 548-6891
E-mail: andrew.malsom@dot.wi.gov

A.4 Coordination

Coordinate work under this contract with the environment consultant:

Consultant: TRC Environmental Corporation
Address: 150 N. Patrick Blvd. Ste. 180, Brookfield, WI 53045
Contact: Bryan Bergmann, P.G.
Phone: (262) 901-2126 office, (262) 227-9210 cell
Fax: (262) 879-1220
E-mail: bbergmann@trcsolutions.com

The role of the environmental consultant will be limited to:

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

4. Obtaining the necessary approvals for bioremediation of contaminated soil from the bioremediation facility.

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

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

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

A.5 Health and Safety Requirements

Supplement standard spec 107.1 with the following:

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

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

B (Vacant)

C Construction

Supplement standard spec 205.3 with the following:

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

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

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

If dewatering is required in an area of known contamination, water generated from dewatering activities may contain contaminants and require special handling and disposal. Such water may, with approval of the City of Wauwatosa and the Milwaukee Metropolitan Sewerage District (MMSD), be discharged to the sanitary sewer as follows:

- Meet all applicable requirements of the MMSD including the control of suspended solids. Perform all necessary monitoring to document compliance with MMSD's requirements. Furnish, install, operate, maintain, disassemble, and remove treatment equipment necessary to comply with MMSD's requirements.
- Ensure continuous dewatering and excavation safety at all times. Provide, operate, and maintain adequate pumping equipment and drainage and disposal facilities.

Notify the engineer of any dewatering activities, and obtain any permits necessary to discharge water. Provide copies of such permits to the engineer. Meet any requirements and pay any costs for obtaining and complying with such permit use. Follow all applicable legislative statutes, judiciary decisions, and regulations of the State of Wisconsin.

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

Limit excavation in the location described above in A.2 to minimize the handling of groundwater. Notify the engineer of any dewatering activities, and obtain any permits necessary to discharge or dispose of contaminated water. Provide copies of such Permit to the engineer. Ensure continuous dewatering and excavation safety at all times. Provide, operate, and maintain adequate pumping equipment and drainage and disposal facilities. Meet any requirements and pay any costs for obtaining and complying with such permit use. Follow all applicable legislative statutes, judiciary decisions, and regulations of the State of Wisconsin.

D Measurement

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

E Payment

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

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

Payment is full compensation for excavating, segregating, loading, hauling, and disposal of contaminated soil; obtaining solid waste collection and transportation service operating licenses; assisting in the collection soil samples for field evaluation; and dewatering of soils prior to transport, if necessary. No additional payment will be made for tipping fees associated with the disposal of contaminated soil.

30. QMP Base Aggregate.

A Description

A.1 General

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

A.2 Small Quantities

- (1) The department defines a small quantity, for each individual Base Aggregate bid item, as a contract quantity of 9000 tons or less of material as shown in the schedule of items under that bid item.
- (2) The requirements under this special provision apply equally to a small quantity for an individual bid item except as follows:

A.2.1 Quality Control Plan

- (1) Submit an abbreviated quality control plan consisting of the following:
 1. Organizational chart including names, telephone numbers, current certification(s) with HTCP number(s) and expiration date(s), and roles and responsibilities of all persons involved in the quality control program for material under affected bid items.

A.2.2 Contractor Testing

1.

Contract Quantity	Minimum Required Testing per source
≤ 6000 tons	One stockpile test prior to placement, and two production or one loadout test. ^{[1] [2]}
> 6000 tons and ≤ 9000 tons	One stockpile and Three placement tests ^{[3] [4] [5]}

- ^[1] Submit production test results to the engineer for review prior to incorporating the material into the work. Production test results are valid for a period of 3 years.
 - ^[2] If the actual quantity overruns 6,000 tons, on the next day of placement perform one randomly selected placement test for each 3000 tons, or fraction of 3000 tons, of overrun.
 - ^[3] If the actual quantity overruns 9000 tons, on the next day of placement perform one randomly selected placement test for each 3000 tons, or fraction of 3000 tons, of overrun.
 - ^[4] For 3-inch material or lift thickness of 3-inch or less, obtain samples at load-out.
 - ^[5] Divide the aggregate into uniformly sized sublots for testing.
2. Stockpile testing for concrete pavement recycled in place will be sampled on the first day of production.
 3. Until a four point running average is established, individual placement tests will be used for acceptance. Submit aggregate load-out and placement test results to the engineer within one business day of obtaining the sample. Assure that all properties are within the limits specified for each test.
 4. Material represented by a subplot with any property outside the specification limits is nonconforming. The department may reject material or otherwise determine the final disposition of nonconforming material as specified in standard spec 106.5.

A.2.3 Department Testing

- (1) The department will perform testing as specified in B.8 except as follows:
 1. Department stockpile verification testing prior to placement is optional for contract quantities of 500 tons or less.

B Materials

B.1 Quality Control Plan

- (1) Submit a comprehensive written quality control plan to the engineer at or before the pre-construction meeting. Do not place base before the engineer reviews and comments on the plan. Construct the project as that plan provides.
- (2) Do not change the quality control plan without the engineer's review. Update the plan with changes as they become effective. Provide a current copy of the plan to the engineer and post in each of the contractor's laboratories as changes are adopted. Ensure that the plan provides the following elements:
 1. An organizational chart with names, telephone numbers, current certifications and/or titles, and roles and responsibilities of QC personnel.
 2. The process used to disseminate QC information and corrective action efforts to the appropriate persons. Include a list of recipients, the communication means that will be used, and action time frames.
 3. A list of source and processing locations, section and quarter descriptions, for all aggregate materials requiring QC testing.
 4. Test results for wear, sodium sulfate soundness, freeze/thaw soundness, and plasticity index of all aggregates requiring QC testing. Obtain this information from the region materials unit or from the engineer.
 5. Descriptions of stockpiling and hauling methods.
 6. Locations of the QC laboratory, retained sample storage, and where control charts and other documentation is posted.
 7. An outline for resolving a process control problem. Include responsible personnel, required documentation, and appropriate communication steps.

B.2 Personnel

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

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

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

- (2) A certified technician must coordinate and take responsibility for the work an ACT performs. Have a certified technician ensure that all sampling and testing is performed correctly, analyze test results, and post resulting data. No more than one ACT can work under a single certified technician.

B.3 Laboratory

- (1) Perform QC testing at a department-qualified laboratory. Obtain information on the Wisconsin laboratory qualification program from:
Materials Management Section
3502 Kinsman Blvd.
Madison, WI 53704
Telephone: (608) 246-5388
<http://wisconsindot.gov/Pages/doing-bus/eng-consultants/cnslt-rsrcs/tools/appr-prod/qual-labs.aspx>

B.4 Quality Control Documentation

B.4.1 General

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

B.4.2 Records

- (1) Document all placement observations, inspection records, and control adjustments daily in a permanent field record. Also include all test results in the project records. Provide test results to the engineer within one business day after obtaining a sample. Post or distribute tabulated results using a method mutually agreeable to the engineer and contractor.

B.4.3 Control Charts

- (1) Plot gradation and fracture on the appropriate control chart as soon as test results are available. Format control charts according to CMM 8.30. Include the project number on base placement control charts. Maintain separate control charts for each base aggregate size, source or classification, and type.
- (2) Provide control charts to the engineer within one business day after obtaining a sample. Post or distribute charts using a method mutually agreeable to the engineer and contractor. Update control charts daily to include the following:
 1. Contractor individual QC tests.
 2. Department QV tests.
 3. Department IA tests.
 4. Four-point running average of the QC tests.

- (3) Except as specified under B.8.2.1 for nonconforming QV placement tests, include only QC placement tests in the running average. The contractor may plot process control or informational tests on control charts, but do not include these tests, conforming QV tests, or IA tests in the running average.

B.5 Contractor Testing

- (1) Test gradation, fracture, liquid limit and plasticity index during placement for each base aggregate size, source or classification, and type.
- (2) Perform one stockpile test from each source prior to placement.
- (3) Test gradation once per 3000 tons of material placed or fraction thereof. Determine random sample locations and provide those sample locations to the engineer. Obtain samples after the material has been bladed, mixed, and shaped but before compacting; except collect 3-inch samples or lift thickness of 3-inch or less from the stockpile at load-out. Do not sample from material used to maintain local traffic or from areas of temporary base that will not have an overlying pavement. On days when placing only material used to maintain local traffic or only temporary base that will not have an overlying pavement, no placement testing is required.
- (4) Split each contractor QC sample and identify it according to CMM 8.30. Retain the split for seven calendar days in a dry, protected location. If requested for department comparison testing, deliver the split to the engineer within one business day.
- (5) The engineer may require additional sampling and testing to evaluate suspect material or the technician's sampling and testing procedures.
- (6) Test fracture for each gradation test until the fracture running average is above the lower warning limit. Subsequently, the contractor may reduce the frequency to one test per 10 gradation tests if the fracture running average remains above the warning limit.
- (7) Test the liquid limit and plasticity index for the first gradation test. Subsequently, test the liquid limit and plasticity index a minimum of once per 10 gradation tests.

B.6 Test Methods

B.6.1 Gradation

- (1) Test gradation using a washed analysis conforming to the following as modified in CMM 8.60:
Gradation..... AASHTO T 27
Material finer than the No. 200 sieve..... AASHTO T 11
- (2) For 3-inch base, if 3 consecutive running average points for the percent passing the No. 200 sieve are 8.5 percent or less, the contractor may use an unwashed analysis. Wash at least one sample out of 10. If a single running average for the percent passing the No. 200 sieve exceeds 8.5 percent, resume washed analyses until 3 consecutive running average points are again 8.5 percent passing or less.

- (3) Maintain a separate control chart for each sieve size specified in standard spec 305 or standard spec 310 for each base aggregate size, source or classification, and type. Set control and warning limits based on the standard specification gradation limits as follows:
 1. Control limits are at the upper and lower specification limits.
 2. There are no upper warning limits for sieves allowing 100 percent passing and no lower control limits for sieves allowing 0 percent passing.
 3. Dense graded warning limits, except for the No. 200 sieve, are 2 percent within the upper and lower control limits. Warning limits for the No. 200 sieve are set 0.5 percent within the upper and lower control limits.
 4. Open graded warning limits for the 1-inch, 3/8-inch, and No. 4 sieves are 2 percent within the upper and lower control limits. Upper warning limits for the No. 10, No. 40, and No. 200 sieves are 1 percent inside the upper control limit.

B.6.2 Fracture

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

B.6.3 Liquid Limit and Plasticity

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

B.7 Corrective Action

B.7.1 General

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

B.7.2 Placement Corrective Action

- (1) Do not blend additional material on the roadbed to correct gradation problems.
- (2) Notify the engineer whenever the running average exceeds a warning limit. When two consecutive running averages exceed a warning limit, the engineer and contractor will discuss appropriate corrective action. Perform the engineer's recommended corrective action and increase the testing frequency as follows:
 1. For gradation, increase the QC testing frequency to at least one randomly sampled test per 1000 tons placed.
 2. For fracture, increase the QC testing frequency to at least one test per gradation test.

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

B.8 Department Testing

B.8.1 General

- (1) The department will conduct verification testing to validate the quality of the product and independent assurance testing to evaluate the sampling and testing. The department will provide the contractor with a listing of names and telephone numbers of all QV and IA personnel for the project, and provide test results to the contractor within two business days after the department obtains the sample.

B.8.2 Verification Testing

B.8.2.1 General

- (1) The department will have an HTCP technician, or ACT working under a certified technician, perform QV sampling and testing. Department verification testing personnel must meet the same certification level requirements specified in B.2 for contractor testing personnel for each test result being verified. The department will notify the contractor before sampling so the contractor can observe QV sampling.
- (2) The department will conduct QV tests of each base aggregate size, source or classification, and type during placement conforming to the following:
 1. Perform one stockpile test from each source prior to placement.
 2. At least one random test per 30,000 tons, or fraction of 30,000 tons, placed.

- (3) The department will sample randomly, at locations independent of the contractor's QC work, collecting one sample at each QV location. The department will collect QV samples after the material has been bladed, mixed, and shaped but before compacting; except, for 3-inch aggregates or for a lift thickness of 3-inch or less, the department will collect samples at load-out. The department will split each sample, test half for QV, and retain half.
- (4) The department will conduct QV tests in a separate laboratory and with separate equipment from the contractor's QC tests. The department will use the same methods specified for QC testing.
- (5) The department will assess QV results by comparing to the appropriate specification limits. If QV test results conform to the specification, the department will take no further action. If QV test results are nonconforming, add the QV to the QC test results as if it were an additional QC test.

B.8.3 Independent Assurance

- (1) Independence assurance is unbiased testing the department performs to evaluate the department's QV and the contractor's QC sampling and testing including personnel qualifications, procedures, and equipment. The department will perform an IA review according to the department's independent assurance program. That review may include one or more of the following:
 1. Split sample testing.
 2. Proficiency sample testing.
 3. Witnessing sampling and testing.
 4. Test equipment calibration checks.
 5. Reviewing required worksheets and control charts.
 6. Requesting that testing personnel perform additional sampling and testing.
- (2) If the department identifies a deficiency, and after further investigation confirms it, correct that deficiency. If the contractor does not correct or fails to cooperate in resolving identified deficiencies, the engineer may suspend placement until action is taken. Resolve disputes as specified in B.9.

B.9 Dispute Resolution

- (1) The engineer and contractor should make every effort to avoid conflict. If a dispute between some aspect of the contractor's and the engineer's testing program does occur, seek a solution mutually agreeable to the project personnel. The department and contractor may review the data, examine data reduction and analysis methods, evaluate sampling and testing procedures, and perform additional testing. Use ASTM E 178 to evaluate potential statistically outlying data.
- (2) Production test results, and results from other process control testing, may be considered when resolving a dispute.

- (3) If the project personnel cannot resolve a dispute, and the dispute affects payment or could result in incorporating non-conforming product, the department will use third party testing to resolve the dispute. The department's central office laboratory, or a mutually agreed on independent testing laboratory, will provide this testing. The engineer and contractor will abide by the results of the third party tests. The party in error will pay service charges incurred for testing by an independent laboratory. The department may use third party test results to evaluate the quality of questionable materials and determine the appropriate payment. The department may reject material or otherwise determine the final disposition of nonconforming material as specified in standard spec 106.5.

C (Vacant)

D (Vacant)

E Payment

- (1) Costs for furnishing all sampling, testing, and documentation required under this special provision are incidental to this work. If the contractor fails to perform the work required under this special provision, the department may reduce the contractor's pay. The department will administer pay reduction under the non-performance of QMP administrative item.
- (2) For material represented by a running average exceeding a control limit, the department will reduce pay according to CMM 8-10.5.2 for the affected Base Aggregate bid items listed in subsection A. The department will administer pay reduction under the Nonconforming QMP Base Aggregate Gradation or Nonconforming QMP Base Aggregate Fracture Administrative items. The department will determine the quantity of nonconforming material as specified in B.7.2.

stp-301-010 (20161130)

31. Field Facilities.

Replace standard spec 642 with the following:

The department has procured its own Field Facilities located at 2424 S. 102nd Street; West Allis, WI 53227.

SEF-ZOO IC 14_1212

32. Traffic Control.

Supplement standard spec 643.3.1 with the following:

Have available at all times sufficient experienced personnel to promptly install, remove and reinstall the required traffic control devices to route traffic in order to perform the operations.

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

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

Do not park or store equipment, contractor's and personal vehicles or construction materials within the clear zone as designated in the plans on any roadway carrying traffic during working and non-working hours except at locations and periods of time approved by the engineer.

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

Replace standard spec 643.3.1(6) with the following:

Provide 24-hour a day availability of equipment, forces and materials to promptly restore barricades, lights, or other traffic control devices that are damaged or disturbed.
SER-643.1 (20160831)

33. Sanitary Manhole Type A, Item SPV.0060.5010.

A Description

This work includes furnishing and installing a standard 60-Inch diameter sanitary manhole (Type A) made of precast concrete with necessary reinforcement, frames and self-sealing covers, internal frame/chimney seal, materials, proper backfilling, surface replacement and work necessary to the completion of precast manholes including the connection with all incoming and outgoing sewers, all stubs, steps, removing existing manhole and base, and all necessary bypass pumping.

Perform the work according to the Standard Specifications for Sewer and Water Construction in Wisconsin, latest Edition (SSSW).

Notify City of Wauwatosa and Larry Anderson (MMSD), (414) 225-2241, of the commencement of construction at least 3 days in advance.

B Materials

B.1 General

All materials and work required to install the manhole will conform to the Standard Specifications for Sewer and Water Construction in Wisconsin, latest Edition (SSSW).

B.2 Manhole

Manhole barrels shall be constructed of pre-cast reinforced concrete sections. Precast manholes and cones shall conform to ASTM Specifications, C478, latest revision. Provide

sanitary sewer pipe to pre-cast manhole wall connection with flexible, watertight boot or cast-in seal in conformance to section 3.5.7(c) of the SSSW. Boots shall have stainless steel clamps and stainless steel hardware.

B.3 Frame and Grate

New frames and covers are required on all new sanitary manholes and shall be supplied by the contractor. Sanitary sewer manhole covers shall be self-sealing with an o-ring gasket. They shall be Neenah R-1661-B or equal. They shall have one 1-Inch vent hole which is sealed with a removable flexible plug and two concealed pick holes. Frames for sanitary sewer manholes shall be compatible with the covers.

B.4 Internal Manhole Chimney Seal

Furnish and install new Cretex, NPC Flexrib, or approved equal internal frame/chimney seal, as shown in the construction details on the plans. Meet the material requirements of section 8.42.3 and the performance requirements of section 8.42.4 of the Standard Specifications for Sewer and Water.

B.5 Joints

Joints for precast manholes shall meet the requirements of ASTM C-443, latest revision, except that sealant shall be butyl rubber gasket or butyl rubber rope. Flexible butyl rubber gaskets or rope shall comply with the physical requirements for Type "B" gaskets in AASHTO Designation M-198, or Federal Specification SSS-00210-A, sealing compound, preformed plastic for expansion joints and pipe joints.

Use Mac-Wrap by Mar Mac Construction Products Co. or Cretex Wrap by Cretex Specialty Products or ConWrap CS-212 by Concrete Sealants, Inc or approved equal. This shall be considered incidental to the installation of the sanitary sewer manhole.

B.6 Steps

All manholes shall be provided with steps equally spaced vertically at a maximum of 16 inches on center installed by the manufacturer. Steps shall be embedded into the riser or conical top section of the wall a minimum of 3 inches. Manhole steps shall be made of gray cast iron conforming to the requirements of ASTM Designation A-48 Class No. 30B and shall have a minimum cross sectional dimension of one inch in any direction. Each section of the manhole shall be aligned so the steps create a continuous ladder.

C Construction

Construct manholes as shown in the plans. Fill the excavation with Backfill Slurry, to existing surface or to appropriate depth for pavement restoration.

C.1 Inverts

Construct benches up to the crown or top of the outgoing pipe and slope as specified for a sanitary manhole according to File Numbers 11, 12, and 13 of the Standard Specifications for Sewer and Water.

C.2 Surface Preparation

Remove manhole cover and power wire brush the lower 3 inches of the manhole frame to remove any loose rust or scale and repair any imperfections by either grinding smooth or filling with mortar. A smooth, clean sealing surface is required. Realign the casting if it is offset more than approximately 2 inches from the chimney. Remove all loose and protruding mortar and brick from the upper 7-Inch chimney and clean surface by power wire brushing. Provide a 4-Inch wide sealing surface starting 2 inches down from the bottom of the frame.

All sealing surfaces must be circular, reasonably smooth, clean and free of any loose material or excessive voids. If such a surface does not exist for the bottom of the sleeve to seal against, use one-component, quick-set, high strength, non-shrink, polymer modified patching mortar which has been formulated for vertical or overhead use. If the bottom of the sleeve is to seal against the top of an eccentric (straight side) cone and an inadequately high vertical surface does not exist, contact the manufacturer to obtain details to build the required vertical surface.

Use caulk to fill minor irregularities in the bottom sealing surface. The caulk shall be a butyl rubber caulk conforming to AASHTO M-198, Type B. Apply a single bead of the caulk to the center portion of the lower sealing surface of the sleeve.

Any flaws in the manhole frame, such as minor cracks, pits or protrusions, shall be repaired by either filling with mortar or grinding smooth.

C.3 Vacuum Testing

Perform work under this item according to the requirements of the Standard Specifications for Sewer and Water Construction in Wisconsin, latest Edition (SSSW) 3.7.6 (Vacuum Testing of Sanitary Manholes).

Manholes shall be tested after installation with all connections in place. Test shall include testing of the seal between the frame and the concrete cone, slab or grade rings.

Isolate the manhole to be tested by plugging the inlet and outlet pipes with an inflatable stopper or other approved plug. Plug lift holes with non-shrink grout.

Vacuum test equipment shall be placed at the inside top cone section, according to the manufacturers recommendations. Inflate the seal to 40 psi to effect a seal between the base and manhole. Run vacuum pump until a vacuum of 10 inches of mercury is obtained.

With Vacuum pump shut off and the valve on the vacuum line of the test head closed, measure the time for the vacuum to drop to 9 inches of mercury. The manhole test is acceptable if the time exceeds the value as listed in table 6a section 3.7.6 of the SSSW.

If a manhole fails the vacuum test, the manhole shall be repaired with a non-shrinkable grout or other material or method approved by the City of Wauwatosa. The manhole surfaces shall be properly prepared prior to any repairs. Once the repair material has cured according to

the manufacturer's recommendations the vacuum test shall be repeated. This process shall continue until a satisfactory test is obtained.

D Measurement

The department will measure 48 Inch Sanitary Manhole Type A as a unit for each individual manhole, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.5010	Sanitary Manhole Type A	EACH

Payment is full compensation for furnishing and installing all materials including pre-cast manhole base, riser, bench, cone section, frames, grates or lids, and chimney adjustment rings; for installing gaskets, joint seals, steps, bedding material, backfill material; for furnishing all excavation, dewatering, sheathing and shoring, forming foundation, and masonry work; for making sanitary sewer connections; for making lateral connections: for backfilling including mechanical compaction and compaction testing; for removing sheeting and shoring; for disposal of all surplus or waste material; and for clean-up.

34. Abandoning MMSD Sanitary Manhole with Concrete Capping, Item SPV.0060.5011.

A Description

This special provision describes installing concrete, concrete cap, and steel reinforcement over the bench of the manhole and abandon existing MMSD sanitary manhole in place as shown in the plans.

B Materials

B.1 Concrete Cap

Concrete cap shall be a precast flat top slab and conform to C-478 requirements of ASTM specifications.

B.2 Concrete

Concrete shall be high early strength Class A Concrete conforming to the requirements of Chapter 8.35.0 and Table 29 of Chapter 8 of the SSSW.

B.3 Steel Reinforcement

Steel reinforcement shall conform to C-478 requirements of ASTM specifications.

B.4 Bentonite Waterstops

Bentonite waterstops shall be 1-inch by 3/4 inch size flexible strip of bentonite waterproofing compound with an adhesive surface on one side of the strip, waterstop Type RX.

B.5 Bonding Agent

Bonding agent for use on existing concrete surfaces shall be Sikastix 370, Sikadur Hi-Mod; Horn Co. Epoxitite Binder 2385; or equal.

B.6 Backfill

Furnish Backfill Slurry according to the pertinent requirements of standard spec 209 except as hereinafter modified. Use aggregates that conform to standard spec 501 for Grade A Concrete. Weigh aggregates at a batch plant suitable for batching concrete masonry. Mix and deliver to the project site using a truck mixer. Add enough water to enable the mixture to flow readily.

C Construction

C.1 General

Notify Larry Anderson (MMSD), (414) 225-2241, at least three days in advance of the commencement of construction.

Excavate the existing manhole to access the structure. Clean manhole thoroughly and install the high early strength concrete, concrete cap, and steel reinforcement as detailed in the plans.

After the concrete attains a 4000 psi compressive strength, abandon the existing manhole by removing the structure a minimum of three feet below proposed grade according to section 3.2.24 of the SSSW. Fill the excavation with backfill slurry, to existing surface or to appropriate depth for pavement restoration. Pump out excess water from the slurry to ensure adequate consolidation.

The sewer line shall be kept free of debris at all times. Take care to prevent any loose material from entering outlet sewer lines.

Salvage the MMSD frame and cover, which become the property of the MMSD. Contact Mike Wojtanowski with Veolia Water at (414) 747-3841 for pick up.

D Measurement

The department will measure Abandoning MMSD Sanitary Manhole with Concrete Capping as a unit for each individual manhole, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.5011	Abandoning MMSD Sanitary Manhole With Concrete Capping	EACH

Payment is full compensation for furnishing and installing all materials including concrete, concrete cap, steel reinforcement, waterstops, bonding agent; for excavation; for furnishing and placing backfill; for abandonment and removals; and for disposing of materials.

35. Pavement Cleanup Project 1060-34-76, Item SPV.0075.0001.

A Description

This special provision describes cleanup of dust and debris from pavements within and adjacent to the job site. Pavement Cleanup includes surveillance and reporting of all active haul routes.

B Materials

B.1 Pavement Cleanup

Furnish a vacuum-type street sweeper equipped with a power broom, water spray system, and a vacuum collection system.

Use vacuum equipment with a self-contained particulate collector capable of preventing discharge from the collection bin into the atmosphere.

Use a vacuum-type sweeper as the primary sweeper, except as specified in this special provision or approved by the engineer.

C Construction

C.1 Surveillance

Provide daily surveillance of active haul routes to identify if material is being tracked from the jobsite. Document the condition of the roads and all sweeping recommendations in a daily report. Submit reports to the engineer daily, including hourly metered tickets for that day's sweeping activities.

C.2 Pavement Cleanup

Keep all pavements, sidewalks, driveways, curb lanes and gutters within the project boundaries, free of dust and debris generated from all activity under the contract. Keep all pavements, sidewalks, driveways, curb lanes, and gutters adjacent to the project free of dust and debris that are caused by land disturbing, dust generating activities, as defined in the contractor's Dust Control Implementation Plan (DCIP). Provide routine sweeping of all pavements, sidewalks, driveways, curb lanes and gutters on local-street active haul routes as defined in the DCIP or as directed by the engineer. Include the following roadways for routine sweeping:

- Mayfair Road
- 113th Street
- Swan Boulevard
- Underwood Parkway
- Wil-O-Way parking lot
- And any other roadways approved by the department

In addition to routine sweeping, conduct sweepings as the engineer directs or approves, to eliminate dust problems that might arise during off-work hours or emergencies. Provide the engineer with a contact person available at all times to respond to requests for emergency sweeping. Coordinate with engineer to determine deadlines for responding to emergency sweeping requests and cleaning up spillage and material tracked to/from the project.

Skid steers with mechanical power brooms may only be used on sidewalks and driveways whose pavements will not support the weight of a street sweeper, unless otherwise approved by the engineer.

D Measurement

The department will measure Pavement Cleanup (Project 1060-34-76) by the hour, acceptably completed.

Tickets shall include:

- Date
- Company
- Operator name
- Equipment make/model
- Routes swept
- Total hours

Total hours shall be to the nearest 0.25 hour that work under this item was performed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV. 0075.0001	Pavement Cleanup Project 1060-34-76	HR

Payment is full compensation for daily surveillance; preparing and submitting the daily surveillance report with hourly metered tickets; mobilization; sweeping; and disposing of materials.

SEF Rev. 16_0223

36. Obstructions Trenchless Utility Construction, Item SPV.0075.5001.

A Description

A.1 General

This special provision describes removing, drilling, or coring through or otherwise clearing natural deposits and man-made subsurface obstructions when encountered during jacking, boring, or auguring procedures for trenchless utility construction.

A.2 Definitions

For excavation by jacking, boring, auguring, or trenchless methods, subsurface obstructions are defined as any objects, known/identified or unknown/unidentified man-made or naturally deposited that are encountered during jacking, boring or auguring operations for utility construction that prohibit advancement of the equipment.

Surface obstructions are defined as any objects, man-made or naturally deposited, encountered within 6 feet of the ground surface. Subsurface obstructions are defined as any obstructions that are encountered by the equipment at a depth greater than 6 feet below the ground surface.

Known obstructions are man-made obstructions that are shown or identified in the plans include materials, such as old concrete foundations or abandoned utilities. Unknown obstructions are man-made obstructions that are not shown or identified in the plans. Unknown/unidentified naturally deposited obstructions are naturally occurring deposits such as rock, boulders, cobbles, nested cobbles and nested boulders greater than an average size of 12-inches. Unknown/unidentified naturally deposited obstructions less than an average size of 12-inches are not considered obstructions and therefore will be considered to be included in the appropriate bid item and are not applicable to the provision of this pay item.

B (Vacant)

C Construction

C.1 Submittals

For excavation by jacking, boring, auguring or trenchless methods, submit contingency plan describing methods, equipment, and procedures to be used to clear obstructions.

C.2 Obstruction Removal:

Remove surface and subsurface obstructions at selected locations for construction. Use special tools and/or procedures when the contractor cannot advance the hole more than 12 inches in 60 minutes using conventional methods at maximum power, torque, and thrust. Other methods for obstruction removal can be employed to aid in the removal if acceptable to the engineer. Blasting is not permitted.

When a subsurface obstruction is encountered, notify the engineer in writing prior to beginning any work to remove the obstruction. Upon engineer acceptance of the notification, the contractor shall begin work in accordance to the submitted and approved contingency plan to remove, treat, clear or otherwise make it possible for the jacking, boring, or auguring operation to advance past the obstruction(s) that impede forward progress.

If the contractor has exhausted all means of clearing the obstruction using methods delineated in the approved contingency plan, the contractor shall submit a revised plan to remove the obstruction, hereinafter referred to as the "correction plan". Upon engineer acceptance of the correction plan, the contractor shall continue work in accordance to the correction plan, to remove, treat, clear or otherwise make it possible for the trenchless technology operation to advance past the obstruction.

D Measurement

The department will measure Obstructions Trenchless Utility Construction by the hour for each hour the contractor actively spends removing, coring or clearing natural deposits and

man-made subsurface obstructions. A quantity of one hour will be paid upon determination that an obstruction is encountered that prevents forward progress.

Upon removal of the unknown man-made subsurface obstruction, portions of the final hour measured will be rounded up to the next whole hour. Down time spent planning for subsurface obstruction removal, time to develop a correction plan, or delays caused by the mobilization of special equipment and tools not readily available at the site will not be measured for payment.

Measurement Example		Paid Obstruction Hours
1	Equipment encounters possible obstruction. Contractor notifies engineer. Start clock.	0.00
2	Equipment does not advance 12-inches after attempting to do so for at least 60 minutes.	1.00
3	Contractor resumes work clearing obstruction the following day. Assume the obstruction is cleared in aggregate total of 1 hours and 15 minutes of time. Obstruction is identified to be a previously unknown and unidentified man-made obstruction.	2.00

Only man-made subsurface obstructions and natural deposits (rock, boulders, cobbles, nested cobbles and nested boulders) greater than an average size of 12-inches in 60 minutes will be measured for payment. Work to clear and remove surface obstructions and any natural deposits (rock, boulders, cobbles, nested cobbles and nested boulders) will not be measured separately for payment and shall be included in the applicable bid item.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0075.5001	Obstructions Trenchless Utility Construction	HRS

Payment for Obstructions Trenchless Utility Construction is full compensation for removal of man-made and/or natural deposit obstructions; and for furnishing all materials, labor, equipment, additional concrete, and incidentals necessary to complete the work.

37. Seeding Mixture Native Seed Butterfly Mix, Item SPV.0085.0001.

This special provision describes seeding native seed butterfly mix. Conform to standard spec 630 for native seed mixes 70 or 70A except as follows:

Use a seed mix composed of the following with a sowing rate for seeds in pounds per 1000 square feet at 0.7 pounds:

Common Name	Botanical Name	Mixture %
Forbs/*Legumes		
Butterfly Weed	<i>Asclepias tuberosa</i>	3
Common Milkweed	<i>Asclepias syriaca</i>	2
New England Aster	<i>Aster novae-angliae</i>	2
Rough Blazingstar	<i>Liatris aspera</i>	2
Showy Goldenrod	<i>Solidago speciosa</i>	2
Wild White Indigo*	<i>Baptisia leucantha</i>	1
Pale Purple Coneflower	<i>Echinacea pallida</i>	1
Showy Tick Trefoil*	<i>Desmodium canadense</i>	1
Purple Prairie Clover*	<i>Dalea purpurea</i>	1
Wild Lupine*	<i>Lupinus perennis</i>	1
New Jersey Tea	<i>Ceanothus americanus</i>	1
Showy Blazingstar	<i>Liatris ligulistylis</i>	2
Leadplant*	<i>Amorpha canescens</i>	1
Whorled milkweed	<i>Asclepias verticillata</i>	1
Smooth Blue Aster	<i>Aster laevis</i>	1
Bergamot	<i>Monarda fistulosa</i>	3
	<i>total</i>	25%
Grasses		
June Grass	<i>Koeleria macrantha</i>	10
Switchgrass	<i>Panicum virgatum</i>	5
Sideoats Gramma	<i>Bouteloua curtipendula</i>	15
Canada Wildrye	<i>Elymus canadensis</i>	15
Little Bluestem	<i>Schizachyrium scoparium</i>	20
Indiangrass	<i>Sorghastrum nutans</i>	10
	<i>total</i>	75%

***Legumes**

In addition to the weeds eradicated during the first growing season under standard spec 630.3.3.6.2, eradicate all Wisconsin NR40 prohibited and restricted invasive plant species and the following highly undesirable species that may pose a threat to the successful establishment of the planting: Reed Canary Grass (*Phalaris arundinacea*) and Crown Vetch (*Coronilla varia*). Keep seeded areas free of unwanted species until the nurse crop has germinated and reached a minimum height of 4 inches.

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0085.0001	Seeding Mixture Native Seed Butterfly Mix	LB

SEF-ZOO IC 14_0519

38. Fence Temporary 6-Foot, Item SPV.0090.0001.

A Description

This special provision describes furnishing, erecting and maintaining temporary chain link fence 6-foot including gates, as shown on the plans and as directed by the engineer, according to standard spec 616, and as hereinafter provided. The intent of this specification is to provide a secure enclosure.

B Materials

Fencing parts furnished do not have to be new materials. Used, re-rolled and open seam materials will be permitted. Gates shall be a minimum of 12 feet wide.

C Construction

Fence posts may be driven into the ground or set in augured holes, backfilled and compacted. Minimum embedment shall be 4 feet. In paved areas fence posts shall be fastened to either temporary concrete barrier or the pavement by methods ensuring a secure enclosure. Where fence is installed in areas that are not to be disturbed by subsequent construction activities, the disturbed area shall be restored in kind at no additional cost to the department.

D Measurement

The department will measure Fence Temporary 6-Foot in place by the linear foot from end posts, center to center, along the ground line, acceptably completed. Temporary fence will be measured once for payment. Additional measurement for fence maintenance and removal will not be made.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.0001	Fence Temporary 6-Foot	LB

Payment is full compensation for furnishing all materials; erecting posts, gates and fence; maintain fencing; removing and disposing of fencing; and for restoring disturbed areas.

39. MMSD Steel Casing w/ PVC 20-Inch Carrier, Item SPV.0090.5010.

A Description

Bore and jack a steel casing pipe to the length and elevations as shown on the plans and install PVC carrier pipe according to AWWA Standard C-905 and the standard specifications for Sewer and Water Construction in Wisconsin, latest edition (SSSW), and

as hereinafter provided. Notify City of Wauwatosa and Larry Anderson (MMSD) at (414) 225-2241 of the commencement of construction at least 3 days in advance.

B Materials

Casing Pipe shall be made of steel conforming to ASTM A-139 grade B, ASTM A 252 grade 2, ASTM A 53 grade B or approved equal. Steel pipe shall have minimum yield strength of 35,000 psi, and shall be spiral-welded steel pipe, uncoated, or equal. The casing pipe shall be a minimum of 30-inch diameter and must have sufficient thickness to withstand both earth loads and live loads imposed from traffic. Contractor to provide engineer with manufacturer certification of steel casing pipe, including minimum yield strength, wall thickness, manufacturer, and ASTM Grade and class.

Provide a casing design for each required casing location. The adequacy of each casing design shall be verified by a professional engineer registered in the State of Wisconsin and be knowledgeable of the specific site conditions and requirements. Submit to the engineer for documentation one copy of each casing design that is signed and sealed by the same professional engineer verifying the design two weeks prior to installation.

Sanitary sewer carrier pipe shall be polyvinyl chloride (PVC) meeting the specifications of AWWA C905. All PVC sewer pipe shall have maximum dimension ratio (DR) of 18. Provide a minimum pipe stiffness of 364 psi when tested according to ASTM D2412.

Provide PVC material with a cell classification 12454 as defined in ASTM D1784 with minimum modulus of elasticity of 400,000 psi in tension.

Provide pipe with elastomeric gasket bell and spigot joint conforming to ASTM D3139 sealed by a rubber gasket conforming to ASTM F477. Bells shall be formed integrally with the pipe.

Pipe shall be homogenous throughout and free of voids cracks, inclusions and other defects and shall be uniform in color, density and other physical characteristics.

Casing spacer shall be made from type 304 stainless steel of a minimum 14 gauge thickness with a shell section lined with a minimum 0.09" thick, ribbed PVC extrusion that prevents slippage. Bearing surfaces (runners) shall be ultra-high molecular weight polyethylene (UHMW) to provide abrasion resistance and a low coefficient of friction (0.12). The runners shall be attached to support structures (risers) at appropriate positions to properly support the carrier pipe with the casing pipe and to ease installation. The runners shall be mechanically bolted to the riser. Risers shall be made of type 304 stainless steel, 10 gauge. Bottom risers 6" and over in height shall be reinforced. All reinforcing plates shall be type 304 stainless steel, 10 gauge.

Link seal modular seals, or approved equal shall be provided on both ends of the Steel Casing pipe after pipe installation. The seals shall be watertight and the type of seal shall be approved by the engineer before backfilling. Seals shall have type 316 stainless steel bolts and nuts.

Provide connections to manholes as detailed in plans. Provide connectors and adapters for transitions to other types of pipe as manufactured by Joints, Inc. (Calder) of Gardena, CA; Fernco Joint Sealer Co. of Ferndale, MI, or equal. Provide concrete collars for connections in locations as specified on the plans.

C Construction

C.1 General

Notify engineer and the WisDOT according to permit requirements before commencing casing installation. Provide complete installation at line and grade indicated on Drawings.

Store excavated material from the boring and receiving pits in locations that minimize the interference with operations, minimize environmental damage, and protect adjacent areas from flooding, runoff and sedimentation.

Properly sheet/shore all excavations according to relevant specifications for trench safety systems. Any damage resulting from improperly shored excavations shall be corrected to the satisfaction of the engineer with no compensation due to the contractor.

Provide by-pass pumping of wastewater round construction zone during working hours.

During non-work hours, provide temporary connection of replacement sanitary sewer to existing sanitary sewer to provide uninterrupted sanitary sewer service. A "Notice of Bypass Intent" form must be submitted for review and approval prior to any by-pass pumping activities.

Consolidate all backfill by mechanical compaction per specification 2.6.14(b) of the SSSW. Special compaction equipment and measures are required where standard compaction equipment cannot be utilized. Compaction shall achieve uniform consolidation in conformance with section 2.6.14(b) of the SSSW.

C.2 Jacked Pipe Casing Installation

Where jacked pipe is shown on sanitary sewer plans, install the casing and carrier pipe using pipe ramming methods. Jacked pipe excavation includes the removal of natural soil, rubble, or fill materials from the jacked pipe face regardless of the means necessary to break the material for removal. Jacked pipe includes removal of cobbles up to 4 inches in any dimension regardless of the means necessary to break these cobbles for removal.

Removal of obstructions will be paid as a separate bid item, Obstructions Trenchless Utility Construction. An obstruction occurs when an object is encountered at the heading of a tunnel that stops or significantly inhibits forward progress because it is too large to be broken or ingested through the machine. The obstruction will require removal by supplemental means,

such as drilling and splitting through the heading or from an excavation made from outside the tunnel.

Prepare and submit a plan to the engineer for approval for bore pit installation and jacked pipe casing installation means and methods. Submittal shall include detailed information on bore pit size and location, type and size of equipment, shaft construction, pipe ramming methods, means for controlling grade line, lubrication, welding, means for preventing voids, over-ream, and means to fill over-ream voids, and any information necessary for casing installation. The means and methods of construction shall be capable of controlling groundwater at the shafts and at controlling water and soil infiltration at the jacked pipe face and along the alignment. If the means and methods are not effective in controlling such infiltration, other means and methods shall be selected and it shall be demonstrated to engineer that water and soil infiltration can be controlled, all at no additional cost to bid item.

Limit over-reaming thickness to ½-inch. The contractor shall bear all the costs associated with sidewall over-reaming and concrete required to fill the additional over-reaming volume of excavation.

Weld the joints of sections of casing pipe to be installed with a continuous circumferential weld.

C.3 Carrier Pipe Installation

Prepare and submit a plan to the engineer for approval for insertion of the carrier pipe into the casing. Include locations, dimensions, shoring, ground support, method of spoil removal, surface storage, grouting techniques for filling annular voids from over excavation if any, methods of dewatering, pullback procedure, ballasting, use of rollers, side booms and side rollers, coating protection, internal cleaning, internal gauging, and purging in the plan.

Carrier pipe shall be centered and restrained using stainless steel factory-fabricated (wood not allowed) spacers in conformance with manufacturer's specifications. Provide spacers at intervals according to manufacturers' specifications with a minimum three spacers for each pipe length. Attach to pipe using stainless steel bands minimum (1 inch) wide. Spacers shall be a minimum 8" wide with a minimum 4 runners per spacer.

Install link seal modular seals, or approved equal on both ends of the Steel Casing pipe after pipe installation. The seals shall be watertight and the type of seal shall be approved by the engineer before backfilling. Seals shall have type 316 stainless steel bolts and nuts.

C.4 Testing

Perform a leakage test according to the requirements of the Standard Specifications for Sewer and Water Construction in Wisconsin, latest Edition (SSSW) chapter 3.7.0 (Leakage Test of Sanitary Sewers). Any section of the completed sewer failing to pass the test shall be repaired and retested.

Provide a deflection test for all PVC sewer piping according to requirements of Section 3.2.6 of the SSSW for 7.5% deflection of the base inside diameter. The deflection of the sewer pipe shall not exceed 7.5 percent when tested with a mandrel specifically designed for the type and size of pipe installed. Any section of the completed sewer failing to pass the test shall be repaired and retested.

C.5 Inspection

Televise sanitary sewer post installation according to section 7.1.2 of the SSSW for review and acceptance. All defects discovered during the post-installation television inspection shall be corrected and the sewer shall be re-televised. Provide Wauwatosa with copies of the post-installation DVD examination and report of the sewer. These items will become the property of The City of Wauwatosa. Televising sanitary sewer is incidental to the sanitary sewer pipe bid item.

D Measurement

The department will measure all MMSD Steel Casing w/ PVC 20-Inch Carrier by the linear foot of pipe in place measured along the top centerline of the casing, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.5010	MMSD Steel Casing w/ PVC 20-Inch Carrier	LF

Payment is full compensation for furnishing and installing all labor, equipment, tools, materials and incidentals including sheeting, shoring, bracing, dewatering, boring and receiving pit excavations; casing pipe, spacers, carrier pipe, end seals, gaskets, lubricant; furnishing and installing all testing equipment and materials, leakage testing, deflection testing, televising; by-pass pumping, protecting and repairing damage to existing utilities, backfilling, mechanical compaction, and compaction testing; removing shoring, removing sheeting, removing bracing, disposal of all surplus or waste material. The cutting and removal of existing sanitary sewer pipe and manholes from within the trench of replacement sanitary sewer will not be paid for separately, but shall be considered incidental to the item.

40. MMSD Sanitary Sewer 20-Inch PVC, Item SPV.0090.5011, 21-Inch PVC, Item SPV.0090.5012.

A Description

Perform work under these items according to the details as shown in the plans and the requirements of the Standard Specifications for Sewer and Water Construction in Wisconsin, latest Edition (SSSW).

Notify City of Wauwatosa and Larry Anderson (MMSD), (414) 225-2241, of the commencement of construction at least three business days in advance. Notify, in writing, all businesses and property owners/occupants within the project limits to inform them of the

project and to inform them of any temporary sewer service disconnections. Provide and maintain all necessary bypass pumping for the sanitary sewer installation.

B Materials

B.1 General

All materials and work required to install the sanitary sewer will conform to the SSSW.

B.2 Materials

The pipe shall be polyvinylchloride Pipe (PVC), ASTM D-3034 SDR-26. All fittings, including bends, shall be of the same material as the proposed sanitary sewer main. Material joining the fitting to the pipe shall be free from cracks and shall adhere tightly to each joining surface.

Sanitary sewer pipe shall be polyvinyl chloride (PVC) meeting the requirements of standard specifications for Type PSM Polyvinyl Chloride (PVC) Sewer Pipe and Fittings of the ASTM D3034 for pipe sizes 4-inch through 15-inch. All PVC sewer pipe shall have maximum standard dimension ratio (SDR) of 26. Provide PVC material with a cell classification 12454-B or 12454-C as defined in ASTM D1784 with minimum modulus of elasticity of 400,000 psi in tension. Provide a minimum pipe stiffness of 46 psi when tested according to ASTM D2412.

18-inch through 27-inch diameter Type PSM Polyvinyl Chloride (PVC) sanitary sewer pipe shall conform to the requirements of ASTM F-679, SDR-26, with PVC Cell Classification 12454B.

Bedding Material conforming to SSSW 8.43.2 shall be placed from the springline to a level at least 4-inches below the barrel of the pipe and spread evenly to completely support the pipe and bell sections.

Cover Material shall conform to Section 8.43.3 of the SSSW and placed from the springline to a level at least 6 inches above the pipe.

Granular backfill material shall conform to Section 8.43.4 of the SSSW. Granular backfill material shall be compacted by means of mechanical vibration in one foot lifts, compacted to minimum density of 95% Standard Proctor, or by water jetting to achieve uniform consolidation in conformance with Section 2.6.14(a) of the SSSW.

Spoil backfill material shall conform to Section 8.43.5 of the SSSW. Spoil backfill material shall be compacted by means of mechanical vibration in one foot lifts, compacted to minimum density of 95% Standard Proctor, or by water jetting to achieve uniform consolidation in conformance with Section 2.6.14(a) of the SSSW.

C Construction

C.1 General

Construct 21-inch pipe as shown in the plans.

C.2 Line and Grade Do not deviate from line and grade, as established by the engineer, more than 1/2-inch for line and 1/4-inch for grade, provided that such variation does not result in a level or reverse sloping invert. Measure for grade at the pipe invert, not at the top of the pipe, because of the permissible variation in pipe wall thickness.

The contractor shall furnish and set the line and grade boards at maximum intervals of 25 feet. If grade boards prove impractical because of trench or other conditions, other methods of controlling line and grade (including laser beam) may be submitted to the engineer for approval.

C.2.1 Joints Between Dissimilar Pipe Materials

Connect dissimilar pipe materials by means of a nonshear flexible compression coupling. Install couplings in strict accordance with the manufacturer's recommendations. Joints on sanitary sewers between dissimilar pipe shall be either a non-shear coupling as manufactured by DFW/HPI or shall be made with flexible mechanical compression joint coupling conforming to ASTM C-594 Type B with stainless steel bands and shear ring conforming to ASTM A-167 as manufactured by Joints, Inc. (Calder) of Gardena, CA; Fernco Joint Sealer Co. of Ferndale, MI., or equal and in addition, using a transitional bushing conforming to ASTM C-594 Type B when pipe with different outside diameters are to be connected.

The cost of connecting dissimilar pipe materials with nonshear flexible compression coupling is incidental to the cost of sanitary sewer pipe.

C.3 Bedding, Cover, Foundation and Backfill Material

All sewer pipe shall be laid in a Standard Section, Class "C" bedding conforming to File No. 3 with modifications as specified in Section 8.43.2(a) for PVC pipe of the SSSW, unless otherwise noted on the plans. Cover material for PVC pipe shall be the same as that specified in the SSSW for bedding.

Compact granular backfill mechanically to a minimum of 95% maximum density as determined by ASTM D1557, Method D (Modified Proctor Test) from the top of the pipe cover material to the surface of the trench. Special compaction equipment and measures are required where standard compaction equipment cannot be utilized. Flooding of backfill will not be allowed. Compact native backfill mechanically to a minimum of 90% maximum density as determined by ASTM D1557 (Modified Proctor Test) from top of pipe cover material to trench surface. Compaction of the excavated and granular backfill material shall be compacted to achieve uniform consolidation in conformance with section 2.6.14(b) of the SSSW.

The pipe bedding shall form a continuous and uniform bearing and support for the pipe barrel between joints. Care shall be taken to ensure that the pipe does not rest directly on the bell or pipe joint. Place sufficient pipe bedding material to secure the pipe from movement before the next joint is installed to assure proper pipe alignment and joint makeup.

Excavate bell holes in the bedding material at each joint to permit proper assembly and inspection of entire joint. After a section of pipe has been placed in its approximate position for jointing, clean the end of the pipe to be joined, the inside of the joint, and, if applicable, the rubber ring immediately before joining the pipe. Make assembly of the joint according to the recommendations of the manufacturer of the type of joint used. Provide all special tools and appliances required for the jointing assembly.

Apply sufficient pressure in making the joint to assure that the joint is "home" as defined in the standard installation instructions provided by the pipe manufacturer. Check pipe for alignment and grade after the joint has been made.

Provide pipe bedding material under all pipe for the full width of the trench. Minimum depth of bedding material below the pipe barrel shall be 4 inches. Depth of pipe bedding material under the pipe bell shall not be less than 3 inches. Hand-grade bedding to proper grade ahead of pipe laying operation. Bedding shall provide a firm, unyielding support along the entire pipe length.

C.4 Pipe Preparation and Handling

Use proper implements, tools and facilities for the safe and proper protection of the work. Pipe which cannot be physically lifted by workers shall be unloaded or placed by a forklift, or other approved means. Lower pipe in such a manner as to avoid any physical damage to the pipe. Do not drop pipe of any size to the ground. Remove all damaged pipe from the job site.

Inspect all pipe and fittings prior to placing to ensure no cracked, broken, or otherwise defective materials are being used. Clean ends of pipe thoroughly. Remove foreign matter and dirt from inside of pipe and keep clean during and after laying.

C.5 Leakage Tests for Gravity Sewers

Perform work under this item according to the requirements of the Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition (SSSW) chapter 3.7.0 (Leakage Test for Sanitary Sewers).

D Measurement

The department will measure MMSD Sanitary Sewer 20-Inch PVC and MMSD Sanitary Sewer 21-Inch PVC and, by the linear foot of sewer, acceptably completed. The pipe will be measured horizontally to the nearest foot, from center-to-center of manholes, to the end of the new pipe, or to the outside face of structures, whichever is applicable.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.5011	MMSD Sanitary Sewer 20-Inch PVC	LF
SPV.0090.5012	MMSD Sanitary Sewer 21-Inch PVC	LF

Payment is full compensation for providing all materials including all pipe materials, fittings, and accessories required; for furnishing all asphaltic pavement removal and excavating; for providing and placing pipe bedding and cover material; for laying pipe; for sealing joints and making connections to new or existing facilities; for providing slurry backfill material; for backfilling; for leakage testing; for providing and maintaining all necessary bypass pumping for sanitary sewer relay; and for cleaning out and restoring the work site.

Payment for air testing shall be considered incidental and the cost shall be included as part of the unit price for pipe.

41. Abandoning Sanitary Sewer 21-Inch PVC, Item SPV. 0090.5013.

A Description

A.1 General

Perform work under these items according to the details as shown on the plans and the requirements of the Standard Specifications for Sewer and Water Construction in Wisconsin, latest Edition (SSSW).

Notify the Milwaukee Metropolitan Sewerage District (MMSD) and City of Wauwatosa of the commencement of construction at least three district business days in advance. Notify, in writing, all businesses and property owners/occupants within the project limits to inform them of the project and to inform them of any temporary sewer service disconnections. Provide and maintain all necessary bypass pumping for sanitary sewer abandonment.

B Materials

B.1 General

All materials and work required to abandon existing sanitary sewers will conform to the SSSW. Removing sewers and properly bulkheading can be completed in lieu of abandoning in place.

B.2 Cellular Concrete

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

C Construction

Notify Larry Anderson (MMSD) at (414) 225-2241, at least three days in advance of the commencement of construction. Notify, in writing, all businesses and property owners/occupants to inform them of the project and to inform them of any temporary sewer service disconnections. Provide and maintain all necessary by-pass pumping for sanitary sewer abandonment.

Provide by-pass pumping of wastewater around construction zone during working hours. During non-work hours, provide temporary connection of replacement sanitary sewer to existing sanitary sewer to provide uninterrupted sanitary sewer service. A "Notice of Bypass

Intent” form must be submitted to MMSD for review and approval prior to any by-pass pumping activities.

Abandon sewers according to section 3.2.24 of the SSSW. Bulkhead sewers that are to be abandoned in place with an 8-inch brick or concrete wall. Fill all sewers with cellular concrete.

D Measurement

The department will measure Abandoning Sanitary Sewer 21-Inch PVC, Abandoning Sanitary Sewer 10-Inch and Abandoning Sanitary Sewer 21-Inch by the linear foot of sewer, acceptably completed. The pipe will be measured horizontally to the nearest foot, through all manholes designated to be abandoned, from face to face of bulkheads, including the bulkhead thickness.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.5013	Abandoning Sanitary Sewer 21-Inch PVC	LF

Payment is full compensation for providing all materials including all excavating; for bulkheading and abandoning existing sanitary sewer with cellular concrete; for providing backfill slurry material; and for providing and maintaining all necessary bypass pumping for abandonment.

42. Survey Project 1060-34-76, Item SPV.0105.0001.

A Description

This special provision describes modifying standard spec 105.6 and 650 to define the requirements for construction staking for this contract. Conform to standard spec 105.6 and 650 except as modified in this special provision.

Replace standard spec 105.6.1(2) with the following:

The department will not perform any construction staking for this contract. Obtain engineer’s approval before performing all survey required to lay out and construct the work under this contract.

Replace standard spec 650.1 with the following:

This section describes the contractor-performed construction staking required under individual contract bid items to establish the horizontal and vertical position for all aspects of construction including:

- 1) subgrade
- 2) base
- 3) curb and gutter
- 4) pavement
- 5) pavement markings (temporary and permanent)
- 6) supplemental control
- 7) slope stakes
- 8) paths
- 9) sanitary sewer
- 10) traffic control items
- 11) fencing

B (Vacant)

C Construction

Supplement standard spec 650.3.1 (5) with the following:

Confirm with engineer before using global positioning methods to establish the following:

1. Structure layout horizontal or vertical locations.
2. Concrete pavement vertical locations.
3. Curb, gutter, and curb and gutter vertical locations.
4. Concrete barrier vertical locations.
5. Sanitary sewer construction or other gravity-based drainage system, including structure centers, offsets, access openings, rim and invert elevations.

Replace standard spec 650.3.1 (6) with the following:

Maintain neat, orderly, and complete survey notes, drawings, and computations used in establishing the lines and grades. This includes:

1. Raw data files
2. Digital stakeout reports
3. Control check reports
4. Supplemental control files (along with method used to establish coordinates and elevation)
5. Calibration report

Make the survey notes and computations available to the engineer within 24 hours as the work progresses unless a longer period is approved by the engineer.

Replace standard spec 650.3.3.1 with the following:

Under the Survey Project bid item, global positioning system (GPS) machine guidance for conventional subgrade staking on all or part of the work may be substituted. The engineer may require reverting to conventional subgrade staking methods for all or part of the work at any point during construction if, in the engineer's opinion, the GPS machine guidance is producing unacceptable results.

Replace standard spec 650.3.3.3.4.1 with the following:

The department will provide the contractor staking packet as described in the Construction and Materials Manual (CMM) 7.10. At any time after the contract is awarded, the available survey and design information may be requested. The department will provide that information within 5 business days of receiving the contractor's request. The department incurs no additional liability beyond that specified in standard spec 105.6 or standard spec 650 by having provided this additional information.

Supplement standard spec 650.3.3.3.6.2 with the following:

Record all subgrade elevation checks and submit a hard copy to the engineer within 24 hours or as requested by the engineer.

Supplement standard spec 650.3 with the following:

650.3.15 Sanitary Sewer

Record all elevation data for pipe inverts, outside drops, bends, fittings, casings and other information necessary to accurately record the construction document. Submit a hard copy to the engineer within 24 hours or as requested by the engineer.

Set and maintain construction stakes or marks as necessary to achieve the required accuracy and to support the method of operations. Locate all pipe inverts, drops to within 0.02 feet horizontally and to within 0.01 feet vertically.

Provide the as-built xyz coordinates and elevations, in the project horizontal and vertical datum, of all tie in locations for the as-built plan. Also provide the locations of the casing ends, the elevation of the top of casing and the size and material of all pipes.

D Measurement

Replace standard spec 650.4 with the following:

The department will measure Survey Project 1060-34-76 as a separate single lump sum unit, acceptably completed.

E Payment

Replace standard spec 650.5 with the following:

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.0001	Survey Project 1060-34-76	LS

Payment is full compensation for performing all survey work required to lay out and construct all work under this contract. The department will not make final payment for this item until the contractor submits all survey notes and computations used to establish the required lines and grades to the engineer within 24 hours of completing this work. Re-staking due to construction disturbance and knock-outs will be performed at no additional cost to the department.

SEF Rev. 16_0330

43. Rectangular Rapid Flash Beacon (RRFB) System – Swan Blvd Eastbound, Item SPV.0105.0002; - Swan Blvd Westbound, Item SPV.0105.0003.

A Description

This work shall consist of furnishing and installing to the department a solar powered rectangular rapid flashing beacon (RRFB) system consisting of multiple assemblies as described herein and as shown in the plans. Each assembly shall be solar powered and pedestrian activated. The assemblies shall be wirelessly controlled and multiple units shall be synchronized.

NOTE: The two RRFBs shall be interconnected by wireless to the RRFB on eastbound and westbound of the crossing and it shall activate the RRFB in both directions.

B Materials

Furnish a RRFB system with multiple assemblies. Each assembly may consist of, but not limited to, light indications, and electrical components (wiring, solid-state circuit boards, etc). An assembly may include the following items:

(1) Light Indications

1. Each indication shall be a minimum size of approximately 7" wide x 3" high with 8 high power LEDs
2. Two indications shall be installed on an assembly facing in the direction of approaching vehicular traffic. The two indications shall be aligned horizontally, with the longer dimension of the indication horizontal, and a minimum space between the two indications of approximately 7" measured from inside edge of one indication to inside edge of second indication.

3. A 6 LED or approved equal indication shall be installed on an assembly facing in the direction of approaching pedestrian traffic to serve as a confirmation for the pedestrian that the system has been activated.
4. The outside edges of the two indications, including any housing, shall not protrude beyond the outside edges of the integral signage of the assembly.
5. The light intensity of the indications shall be certified to meet the minimum specifications of the Society of Automotive Engineers (SAE) standard J595 Class 1(Directional Flashing Optical Warning Devices for Authorized Emergency, Maintenance, and Service Vehicles) dated January 2005 and be available upon request
6. Each indication shall be located between the bottom of the crossing warning sign and the top of the supplemental downward diagonal arrow plaque.
7. All exposed hardware shall be anti-vandal.
8. All individual components of the system shall be replaceable to allow for easy field repair and maintenance.

(2) Sign

1. All signs shall be supplied and installed under a separate bid item. However, the assemblies must be constructed to allow the appropriate space for the installation of the signs in the field.

(3) Control Circuit

1. The control circuit shall have the capability of independently flashing up to two independent outputs. The LED light outputs and flash pattern shall be FHWA approved and engineer programmed.
2. The controller shall be one of the following:
 - Web enabled to allow for remote programming and system diagnostics. Including flash time, flash pattern and report system information, such as battery voltage, and temperature.
 - On-board user interface that provides system diagnostics and allows system setting changes.
 - Approved equal.
3. The flashing output shall have 70 to 80 periods of flashing per minute with a 100 – millisecond duration on time. The output shall reach the output current as programmed for the duration of the pulse.

4. Each of the two yellow indications shall have 70 to 80 periods of flashing per minute and shall have alternating, but approximately equal, periods of flashing light emissions and dark operation. During each of its 70 to 80 flashing periods per minute, the yellow indications on the left side of the RRFB shall emit two (2) slow pulses of light or WW +S flash pattern after which the yellow indications on the right side of the RRFB shall emit four (4) rapid pulses of light followed by a long pulse.
5. Flash rates with the frequencies of 5 to 30 flashes/second shall not be used to avoid inducing seizures.
6. The control circuit shall be installed in an IP67 NEMA rated enclosure.
7. All circuit connectors shall conform to Ingress Protection, IP-67 rating, dust proof, and protected from temporary immersion in water up to 3 feet deep for 30 minutes. Connectors shall be Deutsch DTM series, Carmanah RRFB or approved equal
8. All individual components of the system shall be replaceable to allow for easy field repair and maintenance.

(4) Battery

1. The Battery shall be a 12VDC Absorbed Glass Mat (AGM) sealed lead-acid, maintenance-free battery.
2. The Battery shall be rated at 45AH minimum and shall conform to Battery Council International (BCI) specifications or battery system that is 14Ah and is suitable for usage model and system autonomy requirements or approved equal.
3. All batteries shall be sealed in a plastic film to provide moisture and corrosion resistance.
4. The Battery shall have a minimum operating temperature range of -76° to 140°F (-60° to 60°C).
5. 4. All battery connectors shall conform to Ingress Protection, IP-67 rating, dust proof, and protected from temporary immersion in water up to 3 feet deep for 30 minutes. Connectors shall be Deutsch DTM series or approved equal
6. The Battery shall be solar-charged with a capacity up to 30 days of autonomy without sunlight, varying with ambient temperature and number of activations. Solar calculations shall be provided

(5) Wireless Radio

1. Radio control shall operate on 900 MHz frequency hopping spread spectrum network or 2.4 GHz ISM band mesh network radio
2. Radio shall integrate with communication of RRFB system control circuit to activate light indications from pushbutton input.
3. The Radio shall synchronize all of the remote light indications so they will turn on within 120 msec of each other and remain synchronized through-out the duration of the flashing cycle.
4. Radio systems shall operate from 3.6 vdc to 15vdc
5. The Radio unit shall have an LCD display to program flash time and communicate system information, such as battery voltage, battery temperature and solar charge level an onboard diagnostics.
6. All individual components of the system shall be replaceable to allow for easy field repair and maintenance.

(6) Pushbutton

1. The pushbutton shall be capable of continuous operation over a temperature range of -30 degrees F to 165 degrees F (-34 degrees C to 74 degrees C).
2. Pushbutton shall be ADA compliant.

(7) Solar Panel

1. The Solar Panel shall provide a minimum of 10 watts and maximum of 55 watts at peak total output or approved equal.
2. The Solar Panel shall be affixed to an aluminum plate and bracket, at minimum angle of 45 degrees to allow for maximum solar collection and optimal battery strength or approved equal.
3. The Solar Panel Assembly (panel, plate and bracket) shall be mounted on a pole cap mount or aluminum mounting bracket, to allow for maximum solar collection and optimal battery strength or approved equal.
4. The Solar Panel shall have a minimum operating temperature range of -40° to 185°F (-40° to 85°C).
5. See detail for location of solar panel.

(8) Pedestal Shaft

1. Shall meet the requirements as set forth in standard spec 657.2.4.
2. Shall be a standard 4.5" OD aluminum pedestal pole. Supplied with one end threaded for easy installation into a pedestal base.
3. Shall be a 13' Schedule 80 pipe raw aluminum
4. Incidental to RRFB

(9) Pedestal Base

1. Shall meet the requirements as set forth in standard spec 657.2.5.
2. The pedestal base shall be a cast aluminum pedestals mount on a concrete base attached by four internal anchor bolts imbedded in the base.
3. The Base shall have a large 8.5" square hand hole cover allowing access to the interior of the base.
4. Incidental to RRFB.

(10) Concrete Base

1. Shall meet the requirements as set forth in standard spec 654.2.1, as applicable.
2. The concrete base shall be a Type 1 base (WisDOT bid item 654.0101) or approved equivalent.
3. Incidental to RRFB.

(11) Anchor Bolts

1. The anchor bolts shall be galvanized steel 1" x 42".
2. Set of 4 includes lock washer and nut.
3. Incidental to RRFB.

C Construction

The RRFB system will consist of multiple assemblies to be constructed by the contractor as shown on the plans. Location as shown on the signing plans.

D Measurement

The department will measure Rectangular Rapid Flashing Beacon (RRFB) system (location) as a lump sum unit of work, acceptably completed.

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.0105.0002	Rectangular Rapid Flash Beacon (RRFB) System Swan Blvd, Eastbound	LS
SPV.0105.0003	Rectangular Rapid Flash Beacon (RRFB) System Swan Blvd, Westbound	LS

Payment is full compensation for providing and installing a fully operational RRFB system consisting of multiple assemblies.

44. Topsoil Special, Item SPV.0180.0001.

A Description

This special provision section describes furnishing, placing, spreading, and finishing humus-bearing soil, adapted to sustain plant life, commonly known as topsoil, from locations the contractor furnishes beyond the limits of the right-of-way.

This special provision also describes removing topsoil from the sites of proposed roadway excavations and embankments in amounts and depths available and necessary to cover the work slopes. This work also includes reclamation, placing, spreading, and finishing of this topsoil.

NOTE: The two RRFBs shall be interconnected by wireless to the RRFB on eastbound and westbound of the crossing and it shall activate the RRFB in both directions.

Payment is full compensation for providing and installing a fully operational RRFB system consisting of multiple assemblies; and for furnishing all labor, tools, equipment, and incidentals necessary to complete the contract work.

B Materials

Furnish material that is relatively free from large roots, sticks, weeds, brush, stones, litter, and waste products.

Furnish material, either obtained offsite, or material obtained within project limits, consisting of loam, sandy loam, silt loam, silty clay loam, or clay loam humus-bearing soils adapted to sustain plant life. Do not use surface soils from ditch bottoms, drained ponds, and eroded areas, or soils which are supporting growth of NR 40 listed plants and noxious weeds or other undesirable vegetation. Ensure that the material conforms to the following:

Topsoil Requirements	Minimum Range	Maximum Range
Material Passing 2.00 mm (#10) Sieve*	90%	100%
PH Range	6.0	7.0
Organic Matter**	5%	20%
Clay	5%	30%
Silt	10%	70%
Sand and Gravel	10%	70%

*See Section 625.3.3 of the Standard Specifications for sieve requirements when using either sod or seed mixture 40.

**Organic matter determined by loss on ignition test of samples oven dried to constant weight at 212 F (100 C).

C Construction

C.1 Preparing the Roadway for Topsoil

Undercut or underfill all areas designated to receive topsoil to a degree that if covered to the required depth with topsoil the finished work conforms to the required lines, grades, slopes and cross sections the plans and drawings show.

C.2 Processing Topsoil

Mow topsoil procurement areas to a height of approximately 6 inches. Remove litter such as brush, rock, and other materials that will interfere with subsequent vegetation establishment.

Strip off the humus-bearing soil. Take care to minimize removing the underlying sterile soil. Then stockpile the topsoil on the right-of-way or place it directly on the designated areas.

Obtain topsoil from embankment areas outside the roadway foundation only if that additional material is required to cover the slopes, and conforms to the requirements of section B above. Utilize excess topsoil on the project or dispose of as specified in standard spec 205.3.12.

C.3 Placing Topsoil

After preparing and finishing the areas designated for topsoil to the required lines, grades, slopes and cross section, place and spread the topsoil to a uniform depth as the plans show or the contract requires. If no depth is shown, place and spread the topsoil to a minimum depth of 4 inches in rural areas and a minimum depth of 6 inches in urban areas, or as the engineer designates.

Break down all clods and lumps using appropriate equipment to provide a uniformly textured soil.

Where using either sod or seed mixture 40 ensure that, for the upper 2 inches, 100 percent of the material passes a one-inch sieve and at least 90 percent passes the No. 10 sieve.

Remove rocks, twigs, foreign material, and clods that cannot be broken down. Dress the entire surface to present a uniform appearance. The engineer will not require rolling.

If light sandy soils are covered with heavier clay bearing loam topsoil, then mix or blend the 2 types of soils to a more or less homogeneous mixture by using the appropriate equipment.

D Measurement

The department will measure Topsoil Special acceptably completed by the square yard. The measured quantity shall equal the actual number of square yards of topsoiled area to the depth specified within the limits of construction designated on the plans, or in the contract, or as the engineer directs.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0180.0001	Topsoil Special	SY

Payment for Topsoil Special is full compensation for removing, stockpiling, reclaiming, providing, processing, excavating, loading, hauling, and placing this material; and for undercutting excavations, or underfilling embankments necessary to receive this material. The department will make no allowance, adjustment, or measurement for payment under the Excavation bid items for undercutting cut sections, underfilling embankments, or deductions for materials obtained from areas of cut sections.

If an area is damaged by erosion after partial acceptance, the department will pay for restoring topsoil in these areas at a unit price determined by multiplying the contract unit price bid for Topsoil multiplied by 3, the department will pay for restoration under the Restoration Post Acceptance Topsoil administrative item.

The department will not pay for removing topsoil from outside the roadway foundation in embankment areas unless that material is necessary to cover the slopes.
SEF Rev.15_0316

45. Remove Wood Poles, Item SPV.0195.0001.

A Description

A.1 General

This special provision describes removing the entire wood poles from the ground, loading and hauling the removed wood pole to a licensed solid waste disposal facility.

A.2 Environmental Protection – Waste

Conduct construction activities in an environmentally sound manner, including the proper disposal of all demolition material that cannot be recycled.

The excavation management plan for this project has been designed to minimize the off-site disposal of impacted material. Follow the requirements for the off-site management of petroleum-contaminated soil (bioremediation at a landfill) and reuse of low-level petroleum-contaminated soil (at the WisDOT-owned Former Red Star Yeast property at 2702 W. Greves St. in Milwaukee, WI) as indicated in these special provisions. If subsurface contamination or other signs of non-exempt (NR 500.08) solid waste including buried containers, industrial fill, stained soils, noxious odors, etc., are unexpectedly encountered elsewhere on the project during excavation, terminate excavation in the area and notify the engineer immediately. Work with the department's environmental consultant to properly manage the waste following the WisDOT-WDNR materials management options as indicated in the table below. Contact Andrew Malsom (WisDOT) at (262) 548-6705 or Andrew.Malsom@dot.wi.gov to arrange for environmental consultant coordination. The environmental consultant will perform waste characterization and coordinate with the WDNR for an appropriate handling and disposal.

Notice to Contractor – Disposal of Treated Railroad Ties and Treated Timber Pilings. Treated wood is a regulated solid waste per NR 500 of the Wisconsin Administrative Code. Waste railroad ties and timber pilings generated by the project must be landfilled at a licensed disposal facility. Costs associated with their handling and disposal are incidental to the project.

Management of Material Excavated During Highway Construction		
<u>Classification</u>	<u>Characterization of Material</u>	<u>Material Management</u>
1. Common Excavation (NR 500.08(2) Unregulated or Exempt Material)	<ul style="list-style-type: none"> - Native soil - Fill soils that have no obvious visual or olfactory contamination and may not have been analyzed for contaminants. - Clean unpainted or untreated wood, brick, concrete, cured asphalt, and trace amounts of glass. 	Contractor-selected sites approved through Erosion Control Implementation Plan (ECIP) review process, or on-site reuse
2. Special Excavation (NR 500.08(4) Solid Waste Low Hazard Exemption)	<ul style="list-style-type: none"> - Soil with low levels of petroleum contamination or contaminant metals within the site fill plan criteria. - Trace amounts (<25% volume of the excavation equipment's bucket load) of foundry sand, cinders, and fly ash. 	WisDOT selected site or on-site reuse with WDNR concurrence. Sites must meet the location criteria of 504.04 (3) (c) and (4) (a) to (f) . Fill plans are also approved through ECIP review process.

Management of Material Excavated During Highway Construction		
<u>Classification</u>	<u>Characterization of Material</u>	<u>Material Management</u>
3. Contaminated Soil and Fill Material	<ul style="list-style-type: none"> - Lead painted or treated wood - Petroleum contaminated soil - Significant amounts (>25% volume of the excavation equipment's bucket load) of foundry sand, cinders, or fly ash. 	Contaminated material disposed at a WDNR-licensed solid waste disposal facility. Petroleum contaminated material shall be treated at a bioremediation facility (biopile) prior to disposal at the landfill. Direct disposal of contaminated material at landfills without such pre-treatment must be pre-authorized by the WisDOT.
4. Asbestos-containing Waste	Asbestos-containing material	Landfill at a WDNR-licensed solid waste landfill with approval to accept asbestos-containing material.
5. Hazardous Waste	RCRA Subtitle C (NR 600) contaminated media (hazardous waste)	Disposed or treatment under State's hazardous waste disposal contract with Veolia. Significant quantities should be evaluated for potential treatment to render non-hazardous to reduce disposal costs.
6. Potentially contaminated material	Potentially contaminated material with unusual visual, olfactory, or other characteristics	Temporary stockpile with appropriate environmental controls constructed per NR 718.05. Temporary stockpiling at solid waste landfill may be alternative with WDNR and Landfill's approvals.

B (Vacant)

C Construction

Utility wood poles currently erected, downed, or stacked in piles shall be removed in its entirety from the ground. No part of any wood pole shall remain in the ground or buried on-site. The wood shall be hauled to a licensed landfill disposal facility.

D Measurement

The department will measure the Remove Wood Poles bid item by the ton, acceptably completed. The contractor shall provide a ticket from a licensed landfill disposal facility with a certified scale that will represent an accurate weight of the wood delivered to the landfill. Should the poles become moisturized during delivery, the engineer may use engineering judgement to determine the actual weight of a dry wood pole.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0195.0001	Remove Wood Poles	TON

Payment is full compensation for removing and hauling wood poles to a licensed solid waste disposal facility. The contractor shall be compensated for the unit weight of the wood pole waste.

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 ^[1]	+1.3/-1.0	+1.0/-0.7
VMA in percent ^[2]	- 0.5	- 0.2

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

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

460.2.8.2.1.6 Job Mix Formula Adjustment

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

- (1) The contractor may request adjustment of the JMF according to CMM 8-36.6.13.1. Have an HMA technician certified at a level appropriate for process control and troubleshooting or mix design submit a written JMF adjustment request. Ensure that the resulting JMF is within specified master gradation bands. The department will have a certified Hot Mix Asphalt, Mix Design, Report Submittals technician review the proposed adjustment and, if acceptable, issue a revised JMF.

460.2.8.3.1.6 Acceptable Verification Parameters

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

- (1) The engineer will provide test results to the contractor within 2 mixture-production days after obtaining the sample. The quality of the product is acceptably verified if it meets the following limits:
- Va is within a range of 2.0 to 4.3 percent. For SMA, Va is within a range of 2.7 to 5.3 percent.
 - VMA is within minus 0.5 of the minimum requirement for the mix design nominal maximum aggregate size.

460.3.3.1 Minimum Required Density

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

- (1) Compact all layers of HMA mixture to the density table 460-3 shows for the applicable mixture, location, and layer.

TABLE 460-3 MINIMUM REQUIRED DENSITY^[1]

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

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

^[2] Includes parking lanes as determined by the engineer.

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

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

^[5] The minimum required densities for SMA mixtures are determined according to CMM 8-15.

460.5.2.1 General

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

- (6) If during a QV dispute resolution investigation the department discovers mixture with $1.5 > V_a > 5.0$ or VMA more than 1.0 below the minimum allowed in table 460-1, and the engineer allows that mixture to remain in place, the department will pay for the quantity of affected material at 50 percent of the contract price.

460.5.2.3 Incentive for HMA Pavement Density

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

- (1) If the lot density is greater than the minimum specified in table 460-3 and all individual air voids test results for that mixture placed during the same day are within 2.5 - 4.0 percent, the department will adjust pay for that lot as follows:

INCENTIVE PAY ADJUSTMENT FOR HMA PAVEMENT DENSITY^[1]

PERCENT LOT DENSITY ABOVE SPECIFIED MINIMUM	PAY ADJUSTMENT PER TON ^[2]
From -0.4 to 1.0 inclusive	\$0
From 1.1 to 1.8 inclusive	\$0.40
More than 1.8	\$0.80

^[1] SMA pavements are not eligible for density incentive.

^[2] The department will prorate the pay adjustment for a partial lot.

501.2.6 Fly Ash

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

501.2.6.1 General

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

501.2.6.2 Class C Ash

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

501.2.6.3 Class F Ash

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

502.3.7.8 Floors

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

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

503.3.2.1.1 Tolerances

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

PRESTRESSED CONCRETE I-TYPE GIRDERS

Length of beam..... +/- 1/8" per 10', up to a max of +/- 1 1/2"

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:

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

Where:

HEER = Hourly equipment expense rate.

RAF = EquipmentWatch regional adjustment factor.

ARA = EquipmentWatch age rate adjustment factor.

R = Current EquipmentWatch monthly rate.

HOC = EquipmentWatch estimated hourly operating cost.

- (2) The EquipmentWatch hourly operating cost represents all costs of equipment operation, including fuel and oil, lubrication, field repairs, tires, expendable parts, and supplies.

109.4.5.5.3 Hourly Equipment Stand-By Rate

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:

$$\text{HSBR} = \text{RAF} \times \text{ARA} \times (\text{R}/176) \times (1/2)$$

Where:

HSBR = Hourly stand-by rate.

RAF = EquipmentWatch regional adjustment factor.

ARA = EquipmentWatch age rate adjustment factor.

R = Current EquipmentWatch monthly rate.

- (2) The department will limit payment for stand-by to 10 hours or less per day up to 40 hours per week. The department will not pay the contractor for equipment that is inoperable due to breakdown. The department will not pay for idle equipment if the contractor suspends work or if the contractor is maintaining or repairing the equipment.
-

109.4.5.5.4 Hourly Outside-Rented Equipment Rate

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:

$$\text{HORER} = \text{HRI} + \text{HOC}$$

Where:

HORER = Hourly outside-rented equipment rate

HRI = Hourly rental invoice costs prorated for the actual number of hours that rented equipment is operated solely on force account work

HOC = EquipmentWatch hourly operating cost.

109.5 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 subplot limits with ride segment limits defined in 440.3.4.2. Adjust terminal subplot lengths to match the project length or, for staged construction, the stage length. Ensure that subplot limits match for adjacent paving passes. Pavement gaps do not affect the location of subplot limits.
 - Create lots by grouping 4 to 8 adjacent sublots matching lots created for adjacent paving passes.

ADDITIONAL SPECIAL PROVISION 7

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

ADDITIONAL SPECIAL PROVISION 9

Electronic Certified Payroll Submittal

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

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

(2) Ensure that all tiers of subcontractors, as well as all trucking firms, submit their weekly certified payrolls electronically through CRCS. These payrolls are due within seven calendar days following the close of the payroll period. Every firm providing physical labor towards completing the project is a subcontractor under this special provision.

(3) Upon receipt of contract execution, promptly make all affected firms aware of the requirements under this special provision and arrange for them to receive CRCS training as they are about to begin payrolls. The department will provide training either in a classroom setting at one of our regional offices or by telephone. Contact Paul Ndon at (414) 438-4584 to schedule the training.

(4) The department will reject all paper submittals of forms DT-1816 and DT-1929 for information required under this special provision. All costs for conforming to this special provision are incidental to the contract.

(5) Firms wishing to export payroll data from their computer system into CRCS should have their payroll coordinator contact Paul Ndon. Not every contractor's payroll system is capable of producing export files. For details, see pages 17-22 of the CRCS System Background Information manual available online on the Labor, Wages, and EEO Information page at:

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

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>

Effective with February 2017 Letting

**WISCONSIN DEPARTMENT OF TRANSPORTATION DIVISION OF
TRANSPORTATION AND SYSTEM DEVELOPMENT**

SUPPLEMENTAL REQUIRED CONTRACT PROVISIONS

- I.** Prevailing Wage Rates, Hours of Labor, and Payment of Wages
- II.** Payroll Requirements
- III.** Postings at the Site of the Work
- IV.** Wage Rate Distribution
- V.** Additional Classifications

**I. PREVAILING WAGE RATES, HOURS OF LABOR AND PAYMENT OF
WAGES**

The U.S. Department of Labor (Davis-Bacon Minimum Wage Rates) attached hereto and made a part hereof furnishes the prevailing wage rates pursuant to Section 84.062 of the Wisconsin Statutes. These wage rates are the minimum required to be paid to the laborers, workers, mechanics and truck drivers employed by contractors and subcontractors on the construction work embraced by the contract and subject to prevailing hours and wages under Section 84.062, Stats. Apprentices shall be paid at rates not less than those prescribed in their apprenticeship contract.

While the wage rates shown are the minimum rates required by the contract to be paid during its life, this is not a representation that labor can be obtained at these rates. It is the responsibility of bidders to inform themselves as to the local labor conditions and prospective changes or adjustments of wage rates. No increase in the contract price shall be allowed or authorized on account of the payment of wage rates in excess of those listed herein.

Pursuant to Section 16.856 of the Wisconsin Statutes, the prevailing hours of labor have been determined to be up to 10 hours per day and 40 hours per calendar week Monday through Friday. If any laborer, worker, mechanic or truck driver is permitted or required to work more than the prevailing number of hours per day or per calendar week on this contract, they shall be paid for all hours in excess of the prevailing hours at a rate of at least one and one-half (1 1/2) times their hourly base rate of pay. All work on Saturday, Sunday and the following holidays is to be paid at time and a half:

January 1

Last Monday in May

July 4

First Monday in September

Fourth Thursday in November

December 25

The day before if January 1, July 4 or December 25 falls on a Saturday, and

The day following if January 1, July 4 or December 25 falls on a Sunday.

All laborers, workers, mechanics and truck drivers shall be paid unconditionally not less often than once a week. Persons who own and operate their own trucks must receive the prevailing truck driver rate for the applicable type of truck (i.e. 2 axle, 3 or more axle, articulated, euclid or dumptor) he or she operates, plus an agreed upon amount for the use of his or her truck. Every owner-operator MUST be paid separately for their driving and for the use of their truck.

II. PAYROLL REQUIREMENTS

All contractors and subcontractors must submit weekly Certified Payrolls and Compliance Statement verifying that all laborers, workers, mechanics and truck drivers working on the project have been paid the prevailing wage rates for all work performed under the contract required by Section 84.062 of the Wisconsin Statutes.

III. POSTINGS AT THE SITE OF THE WORK

In addition to the required postings furnished by the Department, the contractor shall post the following in at least one conspicuous and accessible place at the site of work:

- a. "NOTICE TO EMPLOYEES," which provides information required to be posted by the provisions of Section 84.062 of the Wisconsin Statutes.
- b. A copy of the U.S. Department of Labor (Davis-Bacon, Minimum Wage Rates).
- c. A copy of the contractor's Equal Employment Opportunity Policy.

All required documents shall be posted by the first day of work and be accurate and complete. Postings must be readable, in an area where they will be noticed, and maintained until the last day of work.

IV. WAGE RATE REDISTRIBUTION

A contractor or subcontractor performing work subject to a Davis-Bacon wage determination may discharge its minimum wage obligations for the payment of both straight time wages and fringe benefits by (1) paying both in cash, (2) making payments or incurring costs for bona fide fringe benefits, or (3) by a combination thereof. Thus, under the Davis-Bacon a contractor may offset an amount of monetary wages paid in excess of the minimum wage required under the determination to satisfy its fringe benefit obligations. *See* 40 USC 3142(d) and 29 CFR 5.31.

V. ADDITIONAL CLASSIFICATIONS

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5(a)(1)(ii)). The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination.

The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

- a. The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- b. The classification is utilized in the area by the construction industry; and
- c. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

General Decision Number: WI170008 06/23/2017 WI8

Superseded General Decision Number: WI20160008

State: Wisconsin

Construction Types: Heavy (Sewer and Water Line and Tunnel)

Counties: Wisconsin Statewide.

TUNNEL, SEWER & WATER LINE CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.20 for calendar year 2017 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.20 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2017. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/06/2017
1	02/03/2017
2	02/10/2017
3	02/24/2017
4	03/17/2017
5	03/31/2017
6	04/14/2017
7	04/21/2017
8	04/28/2017
9	06/02/2017
10	06/23/2017

BRWI0001-002 06/01/2016

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

	Rates	Fringes
BRICKLAYER.....	\$ 31.84	20.95

BRWI0002-002 06/01/2016

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 37.04	19.70

BRWI0002-005 06/01/2016

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

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

BRWI0003-002 06/01/2016

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

	Rates	Fringes
BRICKLAYER.....	\$ 32.22	20.57

BRWI0004-002 06/01/2016		
KENOSHA, RACINE, AND WALWORTH COUNTIES		
	Rates	Fringes
BRICKLAYER.....	\$ 36.59	21.49

BRWI0006-002 06/01/2016		
ADAMS, CLARK, FOREST, LANGLADE, LINCOLN, MARATHON, MENOMINEE, ONEIDA, PORTAGE, PRICE, TAYLOR, VILAS AND WOOD COUNTIES		
	Rates	Fringes
BRICKLAYER.....	\$ 33.04	19.75

BRWI0007-002 06/01/2016		
GREEN, LAFAYETTE, AND ROCK COUNTIES		
	Rates	Fringes
BRICKLAYER.....	\$ 33.53	20.95

BRWI0008-002 06/01/2016		
MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES		
	Rates	Fringes
BRICKLAYER.....	\$ 36.98	20.62

BRWI0009-001 06/01/2016		
GREEN LAKE, MARQUETTE, OUTAGAMIE, SHAWANO, WAUPACA, WASHARA, AND WINNEBAGO COUNTIES		
	Rates	Fringes
BRICKLAYER.....	\$ 32.22	20.57

BRWI0011-002 06/01/2016		
CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES		
	Rates	Fringes
BRICKLAYER.....	\$ 32.22	20.57

BRWI0013-002 06/01/2016		
DANE, GRANT, IOWA, AND RICHLAND COUNTIES		
	Rates	Fringes
BRICKLAYER.....	\$ 33.49	20.99

BRWI0019-002 06/01/2016		
BARRON, BUFFALO, BURNETT, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN, PIERCE, POLK, RUSK, ST. CROIX, SAWYER AND WASHBURN COUNTIES		
	Rates	Fringes
BRICKLAYER.....	\$ 31.98	20.81

BRWI0021-002 06/01/2015		
DODGE AND JEFFERSON COUNTIES		
	Rates	Fringes
BRICKLAYER.....	\$ 33.58	16.65

BRWI0034-002 06/01/2015		

COLUMBIA AND SAUK COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 32.86	17.22

CARP0087-001 05/01/2016		

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

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

CARP0252-002 06/01/2016		

ADAMS, BARRON, BAYFIELD (Eastern 2/3), BROWN, BUFFALO, BURNETT (E. of Hwy 48), CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DANE, DODGE, DOOR, DUNN, EAU CLAIRE, FLORENCE (except area bordering Michigan State Line), FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IOWA, IRON, JACKSON, JEFFERSON, JUNEAU, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE (except N.E. corner), MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE (E. of Hwys 29 & 65), POLK (E. of Hwys 35, 48 & 65), PORTAGE, PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST CROIX (E. of Hwy 65), TAYLOR, TREMPLEAU, VERNON, VILAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
CARPENTER		
CARPENTER.....	\$ 33.56	18.00
MILLWRIGHT.....	\$ 35.08	18.35
PILEDRIIVER.....	\$ 34.12	18.00

CARP0252-010 06/01/2016		

ASHLAND COUNTY

	Rates	Fringes
Carpenters		
Carpenter.....	\$ 33.56	18.00
Millwright.....	\$ 35.08	18.35
Pile Driver.....	\$ 34.12	18.00

CARP0264-003 06/01/2016		

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

	Rates	Fringes
PILEDRIIVERMAN		
Zone A.....	\$ 31.03	22.69
Zone B.....	\$ 31.03	22.69

CARP2337-003 06/01/2016

	Rates	Fringes
MILLWRIGHT		
Zone A.....	\$ 29.98	21.53
Zone B.....	\$ 29.98	21.53

ZONE DEFINITIONS

ZONE A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON COUNTIES

ZONE B: KENOSHA & RACINE COUNTIES

ELEC0014-002 05/30/2016

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

	Rates	Fringes
Electricians:.....	\$ 32.00	19.28

ELEC0127-002 06/01/2016

KENOSHA COUNTY

	Rates	Fringes
Electricians:.....	\$ 37.71	30%+10.02

ELEC0158-002 05/30/2016

BROWN, DOOR, KEWAUNEE, MANITOWOC (except Schleswig),
MARINETTE(Wausaukee and area South thereof), OCONTO, MENOMINEE
(East of a line 6 miles West of the West boundary of Oconto
County), SHAWANO (Except Area North of Townships of Aniwa and
Hutchins) COUNTIES

	Rates	Fringes
Electricians:.....	\$ 30.50	29.50% + 9.57

ELEC0159-003 05/30/2016

COLUMBIA, DANE, DODGE (Area West of Hwy 26, except Chester and
Emmet Townships), GREEN, LAKE (except Townships of Berlin,
Seneca, and St. Marie), IOWA, MARQUETTE (except Townships of
Neshkoka, Crystal Lake, Newton, and Springfield), and SAUK
COUNTIES

	Rates	Fringes
Electricians:.....	\$ 36.50	20.39

ELEC0219-004 06/01/2016

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
Electrical contracts under \$180,000.....	\$ 30.18	18.42

* ELEC0242-005 06/04/2017

DOUGLAS COUNTY

	Rates	Fringes
Electricians:.....	\$ 35.90	25.64

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 06/01/2017		

CALUMET (Township of New Holstein), DODGE (East of Hwy 26 including Chester Township), FOND DU LAC, MANITOWOC (Schleswig), and SHEBOYGAN COUNTIES

	Rates	Fringes
Electricians:.....	\$ 32.06	21.88

ELEC0577-003 05/30/2016		

CALUMET (except Township of New Holstein), GREEN LAKE (N. part including Townships of Berlin, St Marie, and Seneca), MARQUETTE (N. part including Townships of Crystal Lake, Neshkoro, Newton, and Springfield), OUTAGAMIE, WAUPACA, WAUSHARA, AND WINNEBAGO COUNTIES

	Rates	Fringes
Electricians:.....	\$ 30.68	17.28

ELEC0890-003 06/01/2016		

DODGE (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE, RACINE (Burlington Township), ROCK AND WALWORTH COUNTIES

	Rates	Fringes
Electricians:.....	\$ 32.45	26.10% + \$10.56

ENGI0139-003 06/01/2016		

REMAINING COUNTIES

	Rates	Fringes
Power Equipment Operator		
Group 1.....	\$ 38.72	20.60
Group 2.....	\$ 37.47	20.60
Group 3.....	\$ 36.27	20.60
Group 4.....	\$ 35.74	20.60

Group 5.....	\$ 33.67	20.60
Group 6.....	\$ 33.04	20.60

HAZARDOUS WASTE PREMIUMS:

EPA Level "A" Protection: \$3.00 per hour
EPA Level "B" Protection: \$2.00 per hour
EPA Level "C" Protection: \$1.00 per hour

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of over 100 tons; Cranes, Tower Cranes, and Derricks with boom, leads and/or jib lengths 176 ft or longer.

GROUP 2: Backhoes (Excavators) weighing 130,00 lbs and over; Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of 100 tons or less; Cranes, Tower Cranes, and Derricks with boom, leads, and/or jib lengths 175 ft or less; Caisson Rigs; Pile Driver

GROUP 3: Backhoes (Excavators) weighing under 130,000 lbs; Travelling Crane (bridge type); Milling Machine; Concrete Paver over 27 E; Concrete Spreader and Distributor; Concrete Laser Screed; Concrete Grinder and Planing Machine; Slipform Curb and Gutter Machine; Boring Machine (Directional); Dredge Operator; Skid Rigs; over 46 meter Concrete Pump.

GROUP 4: Hydraulic Backhoe (tractor or truck mounted); Hydraulic Crane, 10 tons or less; Tractor, Bulldozer, or End Loader (over 40 hp); Motor Patrol; Scraper Operator; Bituminous Plant and Paver Operator; Screed-Milling Machine; Roller over 5 tons; Concrete pumps 46 meter and under; Grout Pumps; Rotec type machine; Hydro Blaster, 10,000 psi and over; Rotary Drill Operator; Percussion Drilling Machine; Air Track Drill with or without integral hammer; Blaster; Boring Machine (vertical or horizontal); Side Boom; Trencher, wheel type or chain type having 8 inch or larger bucket; Rail Leveling Machine (Railroad); Tie Placer; Tie Extractor; Tie Tamper; Stone Leveler; Straddle Carrier; Material Hoists; Stack Hoist; Man Hoists; Mechanic and Welder; Off Road Material Haulers.

GROUP 5: Tractor, Bulldozer, or Endloader (under 40 hp); Tampers -Compactors, riding type; Stump Chipper, large; Roller, Rubber Tire; Backfiller; Trencher, chain type (bucket under 8 inch); Concrete Auto Breaker, large; Concrete Finishing Machine (road type); Concrete Batch Hopper; Concrete Conveyor Systems; Concrete Mixers, 14S or over; Pumps, Screw Type and Gypsum; Hydrohammers, small; Brooms and Sweepers; Lift Slab Machine; Roller under 5 tons; Industrial Locomotives; Fireman (Pile Drivers and Derricks); Pumps (well points); Hoists, automatic; A-Frames and Winch Trucks; Hoists (tuggers); Boats (Tug, Safety, Work Barges and Launches); Assistant Engineer

GROUP 6: Shouldering Machine Operator; Farm or Industrial Tractor mounted equipment; Post Hole Digger; Auger (vertical and horizontal); Skid Steer Loader with or without attachments; Robotic Tool Carrier with or without attachments; Power Pack Vibratory/Ultra Sound Driver and Extractor; Fireman (Asphalt Plants); Screed Operator; Stone Crushers and Screening Plants; Air, Electric, Hydraulic Jacks (Slip Form); Prestress Machines; Air Compressor, 400 CFM or over; Refrigeration Plant/Freeze Machine; Boiler Operators (temporary heat); Forklifts; Welding Machines; Generators; Pumps over 3"; Heaters, Mechanical; Combination small equipment operator; Winches, small electric; Oiler; Greaser; Rotary Drill Tender; Conveyor; Elevator Operator

ENG10139-007 06/06/2016

DODGE, FOND DU LAC, JEFFERSON, KENOSHA, MILWAUKEE, OZAUKEE, RACINE, SHEBOYGAN, WALWORTH, WASHINGTON, AND WAUKESHA COUNTIES

Rates

Fringes

Power Equipment Operator

Group 1.....	\$ 39.19	21.05
Group 2.....	\$ 38.41	21.05
Group 3.....	\$ 37.46	21.05
Group 4.....	\$ 36.41	21.05
Group 5.....	\$ 35.01	21.05

HAZARDOUS WASTE PREMIUMS:

EPA Level "A" Protection: \$3.00 per hour
 EPA Level "B" Protection: \$2.00 per hour
 EPA Level "C" Protection: \$1.00 per hour

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, Tower Cranes, and Derricks with or without attachments, with a lifting capacity of over 100 tons; or Cranes, Tower Cranes, and Derricks with boom, leads, and/or jib lengths measuring 176 feet or longer; Backhoes (Excavators) 130,000 lbs and over; Caisson Rigs and Pile Drivers

GROUP 2: Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of 100 tons or under; or Cranes, Tower Cranes, and Derricks with boom, lead, and/or jib lengths measuring 175 feet or under; Backhoes (Excavators) under 130,000 lbs; Skid Rigs; Dredge Operator: Traveling Crane (Bridge type); Concrete Paver over 27 E; Concrete Spreader and Distributor; Concrete Pumps and Boring Machines (directional)

GROUP 3: Material Hoists; Stack Hoists; Tractor or Truck mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane, 5 tons or under; Manhoist; Tractor over 40 hp; Bulldozer over 40 hp; Endloader over 40 hp; Forklift, 25 ft and over; Motor Patrol; Scraper Operator; Sideboom; Straddle Carrier; Mechanic and Welder; Bituminous Plant and Paver Operator; Roller over 5 tons; Percussion Drill Operator; Rotary Drill Operator; Blaster; Air Track Drill; Trencher (wheel type or chain type having over 8 inch bucket); Elevator; Milling Machine and Boring Machine (horizontal or vertical); Backhoe Mounted Compactor

GROUP 4: Backfiller; Concrete Auto Breaker (large); Concrete Finishing Machine (road type); Roller, Rubber Tire; Concrete Batch Hopper; Concrete Conveyor System; Concrete Mixers (14S or over); Screw type Pumps and Gypsum Pumps; Grout Pumps; Tractor, Bulldozer, End Loader, under 40 hp; Pumps (well points); Trencher (chain type 8 inch or smaller bucket); Industrial Locomotives; Roller under 5 tons; Fireman (Piledrivers and Derricks); Robotic Tool Carrier with or without attachments.

GROUP 5: Hoists (Automatic); Forklift, 12 ft to 25 ft; Tamper-Compactors, riding type; A-Frame and Winch Trucks; Concrete Auto Breaker; Hydrohammer, small; Brooms and Sweepers; Hoist (Tuggers); Stump Chipper, large; Boats (Tug, Safety, Work Barges and Launch); Shouldering Machine Operator; Screed Operator; Farm or Industrial Tractor; Post Hole Digger; Stone Crushers and Screening Plants; Firemen (Asphalt Plants); Air Compressor (400 CFM or over); Augers (vertical and horizontal); Generators, 150 KW and over; Air, Electric Hydraulic Jacks (Slipform); Prestress Machines; Skid Steer Loader with or without attachments; Boiler operators (temporary heat); Forklift, 12 ft and under; Screed Operator Milling Machine; Refrigeration Plant/Freeze Machine; Power Pack Vibratory/Ultra Sound Driver and Extractor; Generators under 150 KW; Combination small equipment operator; Compressors under 400 CFM; Welding Machines; Heaters, Mechanical; Pumps; Winches, Small Electric; Oiler and Greaser; Conveyor; High pressure utility locating machine (daylighting machine).

 IRON0008-002 06/01/2016

BROWN, CALUMET, DOOR, FOND DU LAC, KEWAUNEE, MANITOWOC, MARINETTE, OCONTO, OUTAGAMI, SHAWANO, SHEBOYGAN, AND WINNEBAGO COUNTIES:

Rates

Fringes

IRONWORKER.....\$ 30.86 25.42

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

IRON0008-003 06/01/2016

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WALWORTH (N.E. 2/3), WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 33.15	25.42

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

IRON0383-001 06/01/2015

ADAMS, COLUMBIA, CRAWFORD, DANE, DODGE, FLORENCE, FOREST, GRANT, GREENE, (Excluding S.E. tip), GREEN LAKE, IOWA, JEFFERSON, JUNEAU, LA CROSSE, LAFAYETTE, LANGLADE, MARATHON, MARQUETTE, MENOMINEE, MONROE, PORTAGE, RICHLAND, ROCK (Northern area, vicinity of Edgerton and Milton), SAUK, VERNON, WAUPACA, WAUSHARA, AND WOOD COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 32.85	21.84

IRON0498-005 06/01/2016

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

IRON0512-008 05/01/2015

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

	Rates	Fringes
IRONWORKER.....	\$ 35.50	23.45

IRON0512-021 05/01/2015

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

	Rates	Fringes
IRONWORKER.....	\$ 31.04	23.45

LABO0113-004 06/01/2016

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Laborers: (Open Cut)		
Group 1.....	\$ 14.76	19.24
Group 2.....	\$ 17.03	19.24
Group 3.....	\$ 20.57	19.24
Group 4.....	\$ 29.94	19.24
Group 5.....	\$ 30.08	19.24
Group 6.....	\$ 30.14	19.24
Group 7.....	\$ 32.35	19.24
Group 8.....	\$ 35.17	19.24
Group 9.....	\$ 35.81	19.24

LABORERS CLASSIFICATIONS [OPEN CUT]

GROUP 1: Yard Laborer

GROUP 2: Landscaper

GROUP 3: Flag Person

GROUP 4: Paving Laborer

GROUP 5: General Laborer on Surface; Top Man

GROUP 6: Mud Mixer

GROUP 7: Mucker; Form Stripper; Bottom Digger and Misc;
Bottom Man and Welder on Surface

GROUP 8: Concrete Manhole Builder; Caisson Worker; Miner;
Pipe Layer; Rock Driller and Joint Man; Timber Man and
Concrete Brusher; Bracer in Trench Behind Machine & Tight
Sheeting; Concrete Formsetter and Shoveler; Jackhammer
Operator

GROUP 9: Blaster

LABO0113-005 06/01/2016

SEWER, TUNNEL & UNDERGROUND

KENOSHA AND RACINE COUNTIES

	Rates	Fringes
Laborers:		
Group 1.....	\$ 21.43	19.24
Group 2.....	\$ 27.36	19.24
Group 3.....	\$ 29.92	19.24
Group 4.....	\$ 31.69	19.24
TUNNEL WORK UNDER COMPRESSED AIR: 0-15 lbs add \$1.00, 15-30 lbs add \$2.00, over 30 lbs add \$3.00		

LABORERS CLASSIFICATIONS

GROUP 1: Flagperson

GROUP 2: Top Man, General Laborer, Wellpoint Installation,
Wire Mesh and Reinforcement, Concrete Worker, Form
Stripper, Strike-off Work

GROUP 3: Machine and Equipment Operator, Sheeting, Form
Setting, Patch Finisher, Bottom Man, Joint Sawyer, Gunnite
Man, Manhole Builder, Welder-Torchman, Blaster, Caulker,
Bracer, Bull Float, Conduit Worker, Mucker and Car Pusher,
Raker and Luteman, Hydraulic Jacking of Shields, Shield
Drivers, Mining Machine, Lock Tenders, Mucking Machine
Operator, Motor Men & Gauge Tenders and operation of
incidental Mechanical Equipment and all Power Driven Tools

GROUP 4: Pipelayer, Miner and Laser Operator

LABO0113-008 06/01/2016

MILWAUKEE, OZAUKEE, WASHINGTON & WAUKESHA COUNTIES

	Rates	Fringes
Laborers: (Tunnel-Free Air)		
Group 1.....	\$ 20.57	19.24
Group 2.....	\$ 30.08	19.24
Group 3.....	\$ 30.14	19.24
Group 4.....	\$ 32.35	19.24
Group 5.....	\$ 32.49	19.24
Group 6.....	\$ 35.17	19.24
Group 7.....	\$ 35.81	19.24

LABORERS CLASSIFICATIONS [TUNNEL - FREE AIR]:

GROUP 1: Flagperson

GROUP 2: General Laborer on surface; Tower Man

GROUP 3: Saw Man; Top Man

GROUP 4: Form Stripper; Car Pusher

GROUP 5: Mucker; Dinkey; Welder (rate on surface)

GROUP 6: Concrete Manhole Builder; Mucking Machine; Miner; Mining Machine; Welder; Rock Driller; Concrete Buster; Jack Hammer Operator; Caisson Worker; Pipelayer and Joint Man; Bracerman

GROUP 7: Blaster

 * LAB00113-009 06/01/2016

MILWAUKEE, OZAUKEE, WASHINGTON & WAUKESHA COUNTIES

	Rates	Fringes
Laborers: (Tunnel -		
*COMPRESSED AIR 0 - 15 lbs.)		
Group 1.....	\$ 20.57	19.25
Group 2.....	\$ 30.08	19.25
Group 3.....	\$ 32.89	19.25
Group 4.....	\$ 33.69	19.25
Group 5.....	\$ 33.81	19.25
Group 6.....	\$ 36.51	19.25
Group 7.....	\$ 37.13	19.25

LABORERS CLASSIFICATIONS [TUNNEL - COMPRESSED AIR]:

*Compressed Air 15 - 30 lbs add \$2.00 to all classifications
 *Compressed Air over 30 lbs add \$3.00 to all classifications

GROUP 1: Flagperson

GROUP 2: General Laborer on surface

GROUP 3: Lock Tender on surface

GROUP 4: Form Stripper; Car Pusher

GROUP 5: Mucker; Dinkey

GROUP 6: Mucking Machine; Miner; Mining Machine; Welder & Rock Driller; Lock Tender in tunnel; Concrete Buster; Jack Hammer Operator; Caisson Worker; Pipelayer and Joint Man; Bracerman; Nozzle Man on Gunite; Timber Man; Concrete Brusher

GROUP 7: Blaster

NOTE: Hazardous & Toxic Waste Removal: add \$0.15 per hour.

 LAB00140-005 06/06/2016

ADAMS, ASHLAND, BARRON, BROWN, BUFFALO, CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DODGE, DOOR, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IOWA, JACKSON, JEFFERSON, JUNEAU, LACROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE, POLK, PORTAGE, PRICE, RICHLAND, ROCK, RUSK, ST CROIX, SAUK, SAWYER, SHAWANO, SHEBOYGAN, TAYLOR, TREMPPEALEAU, VERNON, VILAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
LABORER (SEWER & WATER)		
Group 1.....	\$ 25.33	16.55
Group 2.....	\$ 27.18	16.55

Group 3.....	\$ 27.38	16.55
Group 4.....	\$ 28.13	16.55

FOR ALL TUNNEL WORK UNDER COMPRESSED AIR: 0-15 lbs add \$1.00,
15-30 lbs add \$2.00, over 30 lbs add \$3.00

LABORER CLASSIFICATIONS:

GROUP 1: Flagperson

GROUP 2: General Laborer, Wellpoint Installation; Form
Stripper; Strike Off worker

GROUP 3: Sheeting Formsetting; Patch Finisher; Bottom Man;
Joint Sawyer; Gunnite Man; Manhole Builder; Welder;
Torchman; Blaster; Caulker Bracer; Bull Float; Mucker and
Car Pusher; Raker and Luteman; Hydraulic jacking of
shields, Shield Drivers; Mining Machine; Lock Tenders;
Mucking Machine Operators; Motor Men and Gauge Tenders;
Power Tool Operators

GROUP 4: Pipelayer, Miner, and Laser Operator

LABO0464-002 06/06/2016

DANE AND DOUGLAS COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 25.23	16.55
Group 2.....	\$ 27.43	16.55
Group 3.....	\$ 27.63	16.55
Group 4.....	\$ 28.38	16.55

FOR ALL TUNNEL WORK UNDER COMPRESSED AIR: 0 - 15 lbs add
\$1.00, 15- 30 lbs add \$2.00, over 30 lbs add \$3.00

LABORERS CLASSIFICATIONS:

GROUP 1: Flagperson

GROUP 2: General Laborer; Wellpoint Installation; Concrete
Worker; Form Stripper; Strike Off worker

GROUP 3: Sheeting Formsetting; Patch Finisher; Bottom Man;
Joint Sawyer; Gunnite Man; Manhole Builder; Welder;
Torchman; Blaster; Caulker Bracer; Bull Float; Mucker and
Car Pusher; Raker and Luteman; Hydraulic jacking of
shields, Shield Drivers; Mining Machine; Lock Tenders;
Mucking Machine Operators; Motor Men and Gauge Tenders;
Power Tool Operators

GROUP 4: Pipelayer, Miner, and Laser Operator

LABO1091-010 06/01/2016

BAYFIELD, BURNETT, IRON, SAWYER, AND WASHBURN COUNTIES

	Rates	Fringes
Laborers: (SEWER & WATER)		
Group 1.....	\$ 25.02	16.55
Group 2.....	\$ 27.08	16.55
Group 3.....	\$ 27.28	16.55
Group 4.....	\$ 28.03	16.55

FOR ALL TUNNEL WORK UNDER COMPRESSED AIR:
0 - 15 lbs add \$1.00, 15-30 lbs add \$2.00, over 30 lbs add
\$3.00

LABORERS CLASSIFICATIONS:

GROUP 1: Flagperson

GROUP 2: Laborers, Wellpoint Installation; Form Stripper;
Strike Off worker

GROUP 3: Sheeting Formsetting; Patch Finisher; Bottom Man; Joint Sawyer; Gunnite Man; Manhole Builder; Welder; Torchman; Blaster; Caulker Bracer; Bull Float; Mucker and Car Pusher; Raker and Luteman; Hydraulic jacking of shields, Shield Drivers; Mining Machine; Lock Tenders; Mucking Machine Operators; Motor Men and Gauge Tenders; Power Tool Operators

GROUP 4: Pipelayer, Miner, and Laser Operator

PLAS0599-010 06/01/2016

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
Area 1.....	\$ 39.46	17.17
Area 2 (BAC).....	\$ 35.07	19.75
Area 3.....	\$ 35.61	19.40
Area 4.....	\$ 34.70	20.51
Area 5.....	\$ 36.27	18.73
Area 6.....	\$ 32.02	22.99

AREA DESCRIPTIONS

AREA 1: BAYFIELD, DOUGLAS, PRICE, SAWYER, AND WASHBURN COUNTIES

AREA 2: ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

AREA 3: BUFFALO, CRAWFORD, EAU CLAIRE, JACKSON, JUNEAU, LA CROSSE, MONROE, PEPIN, PIERCE, RICHLAND, TREMPEREAU, 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 06/01/2017

	Rates	Fringes
TRUCK DRIVER		
1 & 2 Axles.....	\$ 27.40	20.48
3 or more Axles; Euclids Dumptor & Articulated, Truck Mechanic.....	\$ 27.55	20.48
WELL DRILLER.....	\$ 16.52	3.70

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons

resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====
END OF GENERAL DECISION

General Decision Number: WI170010 06/23/2017 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
8	06/02/2017
9	06/23/2017

BRWI0001-002 06/01/2016

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

	Rates	Fringes
BRICKLAYER.....	\$ 31.84	20.95

BRWI0002-002 06/01/2016

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 37.04	19.70

BRWI0002-005 06/01/2016

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

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

BRWI0003-002 06/01/2016

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

	Rates	Fringes
BRICKLAYER.....	\$ 32.22	20.57

BRWI0004-002 06/01/2016		
KENOSHA, RACINE, AND WALWORTH COUNTIES		
	Rates	Fringes
BRICKLAYER.....	\$ 36.59	21.49

BRWI0006-002 06/01/2016		
ADAMS, CLARK, FOREST, LANGLADE, LINCOLN, MARATHON, MENOMINEE, ONEIDA, PORTAGE, PRICE, TAYLOR, VILAS AND WOOD COUNTIES		
	Rates	Fringes
BRICKLAYER.....	\$ 33.04	19.75

BRWI0007-002 06/01/2016		
GREEN, LAFAYETTE, AND ROCK COUNTIES		
	Rates	Fringes
BRICKLAYER.....	\$ 33.53	20.95

BRWI0008-002 06/01/2016		
MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES		
	Rates	Fringes
BRICKLAYER.....	\$ 36.98	20.62

BRWI0011-002 06/01/2016		
CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES		
	Rates	Fringes
BRICKLAYER.....	\$ 32.22	20.57

BRWI0019-002 06/01/2016		
BARRON, BUFFALO, BURNETT, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN, PIERCE, POLK, RUSK, ST. CROIX, SAWYER AND WASHBURN COUNTIES		
	Rates	Fringes
BRICKLAYER.....	\$ 31.98	20.81

BRWI0034-002 06/01/2015		
COLUMBIA AND SAUK COUNTIES		
	Rates	Fringes
BRICKLAYER.....	\$ 32.86	17.22

CARP0087-001 05/01/2016		
BURNETT (W. of Hwy 48), PIERCE (W. of Hwy 29), POLK (W. of Hwys 35, 48 & 65), AND ST. CROIX (W. of Hwy 65) COUNTIES		
	Rates	Fringes
Carpenter & Piledrivermen.....	\$ 36.85	18.39

CARP0252-002 06/01/2016		
ADAMS, BARRON, BAYFIELD (Eastern 2/3), BROWN, BUFFALO, BURNETT (E. of Hwy 48), CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DANE, DODGE, DOOR, DUNN, EAU CLAIRE, FLORENCE (except area bordering Michigan State Line), FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IOWA, IRON, JACKSON, JEFFERSON, JUNEAU, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE (except N.E. corner), MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE (E.		

of Hwys 29 & 65), POLK (E. of Hwys 35, 48 & 65), PORTAGE, PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST CROIX (E. of Hwy 65), TAYLOR, TREMPLEAU, VERNON, VILAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
CARPENTER		
CARPENTER.....	\$ 33.56	18.00
MILLWRIGHT.....	\$ 35.08	18.35
PILEDRIIVER.....	\$ 34.12	18.00

CARP0252-010 06/01/2016

ASHLAND COUNTY

	Rates	Fringes
Carpenters		
Carpenter.....	\$ 33.56	18.00
Millwright.....	\$ 35.08	18.35
Pile Driver.....	\$ 34.12	18.00

CARP0264-003 06/01/2016

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

	Rates	Fringes
PILEDRIIVERMAN		
Zone A.....	\$ 31.03	22.69
Zone B.....	\$ 31.03	22.69

ELEC0014-002 05/30/2016

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

	Rates	Fringes
Electricians:.....	\$ 32.00	19.28

ELEC0014-007 05/30/2016

REMAINING COUNTIES

	Rates	Fringes
Teledata System Installer		
Installer/Technician.....	\$ 24.35	13.15
Low voltage construction, installation, maintenance and removal of teledata facilities (voice, data, and video)		

including outside plant, telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area networks), LAN (local area networks), and ISDN (integrated systems digital network).

ELEC0127-002 06/01/2016

KENOSHA COUNTY

	Rates	Fringes
Electricians:.....	\$ 37.71	30%+10.02

ELEC0158-002 05/30/2016

BROWN, DOOR, KEWAUNEE, MANITOWOC (except Schleswig), MARINETTE (Wausaukee and area South thereof), OCONTO, MENOMINEE (East of a line 6 miles West of the West boundary of Oconto County), SHAWANO (Except Area North of Townships of Aniwa and Hutchins) COUNTIES

	Rates	Fringes
Electricians:.....	\$ 30.50	29.50% + 9.57

ELEC0159-003 05/30/2016

COLUMBIA, DANE, DODGE (Area West of Hwy 26, except Chester and Emmet Townships), GREEN, LAKE (except Townships of Berlin, Seneca, and St. Marie), IOWA, MARQUETTE (except Townships of Neshkoka, Crystal Lake, Newton, and Springfield), and SAUK COUNTIES

	Rates	Fringes
Electricians:.....	\$ 36.50	20.39

ELEC0219-004 06/01/2016

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
Electrical contracts under \$180,000.....	\$ 30.18	18.42

* ELEC0242-005 06/04/2017

DOUGLAS COUNTY

	Rates	Fringes
Electricians:.....	\$ 35.90	25.64

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 06/01/2017

CALUMET (Township of New Holstein), DODGE (East of Hwy 26 including Chester Township), FOND DU LAC, MANITOWOC (Schleswig), and SHEBOYGAN COUNTIES

	Rates	Fringes
Electricians:.....	\$ 32.06	21.88

ELEC0494-013 06/01/2015

DODGE (East of Hwy 26 including Chester Twp, excluding Emmet Twp), FOND DU LAC (Except Waupun), MILWAUKEE, OZAUKEE, MANITOWOC (Schleswig), WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 16.47	14.84
Technician.....	\$ 26.00	17.70

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

ELEC0577-003 05/30/2016

CALUMET (except Township of New Holstein), GREEN LAKE (N. part including Townships of Berlin, St Marie, and Seneca), MARQUETTE (N. part including Townships of Crystal Lake, Neshkoro, Newton, and Springfield), OUTAGAMIE, WAUPACA, WAUSHARA, AND WINNEBAGO COUNTIES

	Rates	Fringes
Electricians:.....	\$ 30.68	17.28

ELEC0890-003 06/01/2016

DODGE (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE, RACINE (Burlington Township), ROCK AND WALWORTH COUNTIES

	Rates	Fringes
Electricians:.....	\$ 32.45	26.10% + \$10.56

ELEC0953-001 07/01/2015

	Rates	Fringes
Line Construction:		
(1) Lineman.....	\$ 42.14	32% + 5.00
(2) Heavy Equipment Operator.....	\$ 40.03	32% + 5.00
(3) Equipment Operator.....	\$ 33.71	32% + 5.00
(4) Heavy Groundman Driver..	\$ 26.78	14.11
(5) Light Groundman Driver..	\$ 24.86	13.45
(6) Groundsman.....	\$ 23.18	32% + 5.00

 ENGI0139-005 06/01/2016

	Rates	Fringes
Power Equipment Operator		
Group 1.....	\$ 39.27	21.80
Group 2.....	\$ 38.77	21.80
Group 3.....	\$ 38.27	21.80
Group 4.....	\$ 38.01	21.80
Group 5.....	\$ 37.72	21.80
Group 6.....	\$ 31.82	21.80

HAZARDOUS WASTE PREMIUMS:

EPA Level "A" protection - \$3.00 per hour
 EPA Level "B" protection - \$2.00 per hour
 EPA Level "C" protection - \$1.00 per hour

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, tower cranes, and derricks with or without attachments with a lifting capacity of over 100 tons; or cranes, tower cranes, and derricks with boom, leads and/or jib lengths measuring 176 feet or longer.

GROUP 2: Cranes, tower cranes and derricks with or without attachments with a lifting capacity of 100 tons or less; or cranes, tower cranes, and derricks with boom, leads, and/or jibs lengths measuring 175 feet or under and Backhoes (excavators) weighing 130,000 lbs and over; caisson rigs; pile driver; dredge operator; dredge engineer; Boat Pilot.

GROUP 3: Mechanic or welder - Heavy duty equipment; cranes with a lifting capacity of 25 tons or under; concrete breaker (manual or remote); vibratory/sonic concrete breaker; concrete laser screed; concrete slipform paver; concrete batch plant operator; concrete pvt. spreader - heavy duty (rubber tired); concrete spreader & distributor; automatic subgrader (concrete); concrete grinder & planing machine; concrete slipform curb & gutter machine; slipform concrete placer; tube finisher; hydro blaster (10,000 psi & over); bridge paver; concrete conveyor system; concrete pump; Rotec type Conveyor; stabilizing mixer (self-propelled); shoulder widener; asphalt plant engineer; bituminous paver; bump cutter & grooving machine; milling machine; screed (bituminous paver); asphalt heater, planer & scarifier; Backhoes (excavators) weighing under 130,000 lbs; grader or motor patrol; tractor (scraper, dozer, pusher, loader); scraper - rubber tired (single or twin engine); endloader; hydraulic backhoe (tractor type); trenching machine; skid rigs; tractor, side boom (heavy); drilling or boring machine (mechanical heavy); roller over 5 tons; percussion or rotary drilling machine; air track; blaster; loading machine (conveyor); tugger; boatmen; winches & A-frames; post driver; material hoist.

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

GROUP 5: Air compressor; power pack; vibrator hammer and extractor; heavy equipment, leadman; tank car heaters; stump chipper; curb machine operator; Concrete proportioning plants; generators; mudjack operator; rock

breaker; crusher or screening plant; screed (milling machine); automatic belt conveyor and surge bin; pug mill operator; Oiler, pump (over 3 inches); Drilling Machine Tender.

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

IRON0008-002 06/01/2016

BROWN, CALUMET, DOOR, FOND DU LAC, KEWAUNEE, MANITOWOC, MARINETTE, OCONTO, OUTAGAMI, SHAWANO, SHEBOYGAN, AND WINNEBAGO COUNTIES:

	Rates	Fringes
IRONWORKER.....	\$ 30.86	25.42
Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.		

IRON0008-003 06/01/2016

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WALWORTH (N.E. 2/3), WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 33.15	25.42
Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.		

IRON0383-001 06/01/2015

ADAMS, COLUMBIA, CRAWFORD, DANE, DODGE, FLORENCE, FOREST, GRANT, GREENE, (Excluding S.E. tip), GREEN LAKE, IOWA, JEFFERSON, JUNEAU, LA CROSSE, LAFAYETTE, LANGLADE, MARATHON, MARQUETTE, MENOMINEE, MONROE, PORTAGE, RICHLAND, ROCK (Northern area, vicinity of Edgerton and Milton), SAUK, VERNON, WAUPACA, WAUSHARA, AND WOOD COUNTIES

	Rates	Fringes
IRONWORKER.....	\$ 32.85	21.84

IRON0498-005 06/01/2016

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

IRON0512-008 05/01/2015

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

	Rates	Fringes
IRONWORKER.....	\$ 35.50	23.45

IRON0512-021 05/01/2015

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

	Rates	Fringes
IRONWORKER.....	\$ 31.04	23.45

LABO0113-002 06/01/2016

MILWAUKEE AND WAUKESHA COUNTIES

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

LABORERS CLASSIFICATIONS

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

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

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

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagperson; traffic control person

LABO0113-003 06/01/2016

OZAUKEE AND WASHINGTON COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 26.76	20.35
Group 2.....	\$ 26.86	20.35
Group 3.....	\$ 26.91	20.35
Group 4.....	\$ 27.11	20.35
Group 5.....	\$ 26.96	20.35
Group 6.....	\$ 23.85	20.35

LABORERS CLASSIFICATIONS

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

GROUP 2: Air Tool Operator; Joint Sawyer and Filler
(Pavement); Vibrator or Tamper Operator (Mechanical Hand
Operated);

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

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson and Traffic Control Person

LABO0113-011 06/01/2016

KENOSHA AND RACINE COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 26.57	20.35
Group 2.....	\$ 26.72	20.35
Group 3.....	\$ 26.92	20.35
Group 4.....	\$ 26.89	20.35
Group 5.....	\$ 27.22	20.35
Group 6.....	\$ 23.71	20.35

LABORERS CLASSIFICATIONS:

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

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

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

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagman; traffic control person

LAB00140-002 06/01/2016

ADAMS, ASHLAND, BARRON, BAYFIELD, BROWN, BUFFALO, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DODGE, DOOR, DOUGLAS, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IRON, JACKSON, JUNEAU, IOWA, JEFFERSON, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE, POLK, PORTAGE, PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST. CROIX, TAYLOR, TREMPLEAU, VERNON, VILLAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 30.67	16.55
Group 2.....	\$ 30.77	16.55
Group 3.....	\$ 30.82	16.55
Group 4.....	\$ 31.02	16.55
Group 5.....	\$ 30.87	16.55
Group 6.....	\$ 27.30	16.55

LABORER CLASSIFICATIONS

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

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

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

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson; Traffic Control

LABO0464-003 06/01/2016

DANE COUNTY

	Rates	Fringes
LABORER		
Group 1.....	\$ 30.95	16.41
Group 2.....	\$ 31.05	16.41
Group 3.....	\$ 31.10	16.41
Group 4.....	\$ 31.30	16.41
Group 5.....	\$ 31.15	16.41
Group 6.....	\$ 27.30	16.41

LABORERS CLASSIFICATIONS:

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

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

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

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; Powderman

GROUP 6: Flagperson and Traffic Control Person

PAIN0106-008 05/02/2016

ASHLAND, BAYFIELD, BURNETT, AND DOUGLAS COUNTIES

	Rates	Fringes
Painters:		
New:		
Brush, Roller.....	\$ 29.86	16.35
Spray, Sandblast, Steel....	\$ 30.46	16.35
Repaint:		
Brush, Roller.....	\$ 28.36	16.35
Spray, Sandblast, Steel....	\$ 28.96	16.35

PAIN0108-002 06/01/2016

RACINE COUNTY

	Rates	Fringes
Painters:		
Brush, Roller.....	\$ 32.74	18.70
Spray & Sandblast.....	\$ 33.74	18.70

PAIN0259-002 05/01/2008

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

	Rates	Fringes
PAINTER.....	\$ 24.11	12.15

PAIN0259-004 05/01/2015

BUFFALO, CRAWFORD, JACKSON, LA CROSSE, MONROE, TREMPLEAU, AND
VERNON COUNTIES

	Rates	Fringes
PAINTER.....	\$ 22.03	12.45

PAIN0781-002 06/01/2016		
JEFFERSON, MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES		
	Rates	Fringes
Painters:		
Bridge.....	\$ 30.42	22.19
Brush.....	\$ 30.07	22.19
Spray & Sandblast.....	\$ 30.82	22.19

PAIN0802-002 06/01/2016		
COLUMBIA, DANE, DODGE, GRANT, GREEN, IOWA, LAFAYETTE, RICHLAND, ROCK, AND SAUK COUNTIES		
	Rates	Fringes
PAINTER		
Brush.....	\$ 27.50	17.72
PREMIUM PAY:		
Structural Steel, Spray, Bridges =	\$1.00 additional per	
hour.		

PAIN0802-003 06/01/2016		
ADAMS, BROWN, CALUMET, CLARK, DOOR, FOND DU LAC, FOREST, GREEN LAKE, IRON, JUNEAU, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, PORTAGE, PRICE, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WAUSHARA, WAUPACA, WINNEBAGO, AND WOOD COUNTIES		
	Rates	Fringes
PAINTER.....	\$ 24.39	11.72

PAIN0934-001 06/01/2016		
KENOSHA AND WALWORTH COUNTIES		
	Rates	Fringes
Painters:		
Brush.....	\$ 32.74	18.70
Spray.....	\$ 33.74	18.70
Structural Steel.....	\$ 32.89	18.70

PAIN1011-002 06/01/2016		
FLORENCE COUNTY		
	Rates	Fringes
Painters:.....	\$ 24.56	11.93

PLAS0599-010 06/01/2016		
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
Area 1.....	\$ 39.46	17.17
Area 2 (BAC).....	\$ 35.07	19.75
Area 3.....	\$ 35.61	19.40
Area 4.....	\$ 34.70	20.51
Area 5.....	\$ 36.27	18.73
Area 6.....	\$ 32.02	22.99
AREA DESCRIPTIONS		
AREA 1: BAYFIELD, DOUGLAS, PRICE, SAWYER, AND WASHBURN COUNTIES		

AREA 2: ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

AREA 3: BUFFALO, CRAWFORD, EAU CLAIRE, JACKSON, JUNEAU, LA CROSSE MONROE, PEPIN, PIERCE, RICHLAND, TREMPLEAU, AND VERNON COUNTIES

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

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

AREA 6: KENOSHA AND RACINE COUNTIES

* TEAM0039-001 06/01/2017

	Rates	Fringes
TRUCK DRIVER		
1 & 2 Axles.....	\$ 27.40	20.48
3 or more Axles; Euclids Dumptor & Articulated, Truck Mechanic.....	\$ 27.55	20.48

WELL DRILLER.....	\$ 16.52	3.70

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations

Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

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, per se, be construed as establishing any governmental liability for increased labor cost if it is subsequently determined that such classifications are required.

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

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



Proposal Schedule of Items

Page 1 of 5

Proposal ID: 20170808006 Project(s): 1060-34-76

Federal ID(s): N/A

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0010	108.4400 CPM Progress Schedule	1.000 EACH	_____.	_____.
0020	201.0105 Clearing	3.000 STA	_____.	_____.
0030	201.0120 Clearing	750.000 ID	_____.	_____.
0040	201.0205 Grubbing	3.000 STA	_____.	_____.
0050	201.0220 Grubbing	750.000 ID	_____.	_____.
0060	204.0110 Removing Asphaltic Surface	1,256.000 SY	_____.	_____.
0070	204.0150 Removing Curb & Gutter	496.000 LF	_____.	_____.
0080	204.0155 Removing Concrete Sidewalk	176.000 SY	_____.	_____.
0090	204.0170 Removing Fence	30.000 LF	_____.	_____.
0100	205.0100 Excavation Common	565.000 CY	_____.	_____.
0110	205.0300 Excavation Stone Piles and Stone Fences	5.000 CY	_____.	_____.
0120	205.0501.S Excavation, Hauling, and Disposal of Petroleum Contaminated Soil	551.000 TON	_____.	_____.
0130	305.0120 Base Aggregate Dense 1 1/4-Inch	1,394.000 TON	_____.	_____.
0140	416.0610 Drilled Tie Bars	69.000 EACH	_____.	_____.
0150	465.0105 Asphaltic Surface	772.000 TON	_____.	_____.
0160	601.0319 Concrete Curb & Gutter 19-Inch	230.000 LF	_____.	_____.



Proposal Schedule of Items

Page 2 of 5

Proposal ID: 20170808006 Project(s): 1060-34-76

Federal ID(s): N/A

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0170	601.0331 Concrete Curb & Gutter 31-Inch	266.000 LF	_____.	_____.
0180	602.0410 Concrete Sidewalk 5-Inch	2,978.000 SF	_____.	_____.
0190	602.0515 Curb Ramp Detectable Warning Field Natural Patina	60.000 SF	_____.	_____.
0200	616.0206 Fence Chain Link 6-FT	30.000 LF	_____.	_____.
0210	619.1000 Mobilization	1.000 EACH	_____.	_____.
0220	624.0100 Water	5.000 MGAL	_____.	_____.
0230	628.1504 Silt Fence	639.000 LF	_____.	_____.
0240	628.1520 Silt Fence Maintenance	639.000 LF	_____.	_____.
0250	628.1905 Mobilizations Erosion Control	3.000 EACH	_____.	_____.
0260	628.1910 Mobilizations Emergency Erosion Control	3.000 EACH	_____.	_____.
0270	628.2004 Erosion Mat Class I Type B	3,119.000 SY	_____.	_____.
0280	628.2023 Erosion Mat Class II Type B	1,258.000 SY	_____.	_____.
0290	628.7005 Inlet Protection Type A	2.000 EACH	_____.	_____.
0300	628.7015 Inlet Protection Type C	4.000 EACH	_____.	_____.
0310	628.7504 Temporary Ditch Checks	20.000 LF	_____.	_____.
0320	628.7555 Culvert Pipe Checks	3.000 EACH	_____.	_____.



Proposal Schedule of Items

Page 3 of 5

Proposal ID: 20170808006 Project(s): 1060-34-76

Federal ID(s): N/A

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0330	628.7560 Tracking Pads	4.000 EACH	_____.	_____.
0340	629.0210 Fertilizer Type B	3.500 CWT	_____.	_____.
0350	630.0170 Seeding Mixture No. 70	13.500 LB	_____.	_____.
0360	631.0300 Sod Water	10.000 MGAL	_____.	_____.
0370	631.1000 Sod Lawn	266.000 SY	_____.	_____.
0380	634.0618 Posts Wood 4x6-Inch X 18-FT	1.000 EACH	_____.	_____.
0390	634.0816 Posts Tubular Steel 2x2-Inch X 16-FT	21.000 EACH	_____.	_____.
0400	637.2210 Signs Type II Reflective H	33.420 SF	_____.	_____.
0410	637.2230 Signs Type II Reflective F	67.250 SF	_____.	_____.
0420	638.2102 Moving Signs Type II	2.000 EACH	_____.	_____.
0430	638.2602 Removing Signs Type II	1.000 EACH	_____.	_____.
0440	638.3000 Removing Small Sign Supports	1.000 EACH	_____.	_____.
0450	643.0100 Traffic Control (project) 0001. 1060-34-76	1.000 EACH	_____.	_____.
0460	643.0300 Traffic Control Drums	1,660.000 DAY	_____.	_____.
0470	643.0410 Traffic Control Barricades Type II	180.000 DAY	_____.	_____.
0480	643.0420 Traffic Control Barricades Type III	340.000 DAY	_____.	_____.



Proposal Schedule of Items

Page 4 of 5

Proposal ID: 20170808006 Project(s): 1060-34-76

Federal ID(s): N/A

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0490	643.0705 Traffic Control Warning Lights Type A	680.000 DAY	_____.	_____.
0500	643.0715 Traffic Control Warning Lights Type C	1,400.000 DAY	_____.	_____.
0510	643.0900 Traffic Control Signs	560.000 DAY	_____.	_____.
0520	643.1000 Traffic Control Signs Fixed Message	9.000 SF	_____.	_____.
0530	646.0106 Pavement Marking Epoxy 4-Inch	1,790.000 LF	_____.	_____.
0540	646.0600 Removing Pavement Markings	250.000 LF	_____.	_____.
0550	647.0526 Pavement Marking Yield Line Symbols Epoxy 18-Inch	26.000 EACH	_____.	_____.
0560	647.0796 Pavement Marking Crosswalk Epoxy 24-Inch	144.000 LF	_____.	_____.
0570	690.0150 Sawing Asphalt	453.000 LF	_____.	_____.
0580	690.0250 Sawing Concrete	533.000 LF	_____.	_____.
0590	SPV.0060 Special 5010. Sanitary Manhole Type A	5.000 EACH	_____.	_____.
0600	SPV.0060 Special 5011. Abandoning MMSD Sanitary Manhole With Concrete Capping	1.000 EACH	_____.	_____.
0610	SPV.0075 Special 0001. Pavement Cleanup Project 1060-34-76	50.000 HRS	_____.	_____.
0620	SPV.0075 Special 5001. Obstructions Trenchless Utility Construction	24.000 HRS	_____.	_____.
0630	SPV.0085 Special 0001. Seeding Mixture Native Seed Butterfly Mix	5.000 LB	_____.	_____.



Proposal Schedule of Items

Page 5 of 5

Proposal ID: 20170808006 Project(s): 1060-34-76

Federal ID(s): N/A

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0640	SPV.0090 Special 0001. Fence Temporary 6-FT	500.000 LF	_____.	_____.
0650	SPV.0090 Special 5010. MMSD steel Casing W/ PVC 20-Inch Carrier	189.000 LF	_____.	_____.
0660	SPV.0090 Special 5011. MMSD Sanitary Sewer 20-Inch PVC	12.000 LF	_____.	_____.
0670	SPV.0090 Special 5012. MMSD Sanitary Sewer 21-Inch PVC	545.000 LF	_____.	_____.
0680	SPV.0090 Special 5013. Abandoning Sanitary Sewer 21-Inch PVC	428.000 LF	_____.	_____.
0690	SPV.0105 Special 0001. Survey Project 1060-34-76	LS	LUMP SUM	_____.
0700	SPV.0105 Special 0002. Rectangular Rapid Flash Beacon (RRFB) System - Swan Blvd Eastbound	LS	LUMP SUM	_____.
0710	SPV.0105 Special 0003. Rectangular Rapid Flash Beacon (RRFB) System - Swan Blvd Westbound	LS	LUMP SUM	_____.
0720	SPV.0180 Special 0001. Topsoil Special	4,044.000 SY	_____.	_____.
0730	SPV.0195 Special 0001. Remove Wood Poles	4.000 TON	_____.	_____.
Section: 0001			Total:	_____.
			Total Bid:	_____.

PLEASE ATTACH SCHEDULE OF ITEMS HERE