

**HIGHWAY WORK PROPOSAL**

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

Proposal Number:

**15**

| <u>COUNTY</u> | <u>STATE PROJECT ID</u> | <u>FEDERAL PROJECT ID</u> | <u>PROJECT DESCRIPTION</u>  | <u>HIGHWAY</u>   |
|---------------|-------------------------|---------------------------|---|------------------|
| Milwaukee     | 2230-00-74              | WISC 2017 511             | West Greenfield Avenue<br>S 35 <sup>th</sup> St to S Cesar E Chavez<br>Dr | Local Street     |
| Milwaukee     | 2984-04-71              |                           | Various Highways<br>3 Connecting Hwy Intersections                        | Various Highways |

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<br>Payable to: Wisconsin Department of Transportation | Attach Proposal Guaranty on back of this PAGE.   |
| Bid Submittal Due<br>Date: November 14, 2017<br>Time (Local Time): 9:00 AM                     | Firm Name, Address, City, State, Zip Code  |
| Contract Completion Time<br>October 15, 2019   | <div style="text-align: center;"> <h1>SAMPLE</h1> <h2>NOT FOR BIDDING PURPOSES</h2> </div> |
| Assigned Disadvantaged Business Enterprise Goal<br><div style="text-align: right;">15 %</div>  |  |
| 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<br>Pavement removal, grading, base aggregate dense, concrete pavement, HMA pavement, concrete curb and gutter, concrete sidewalk, storm sewer, pavement marking, traffic signals, monotubes, underground conduit, tree plantings, and lighting. |                        |
| Notice of Award Dated  | Date Guaranty Returned |

**PLEASE ATTACH  
PROPOSAL GUARANTY HERE**

## **Effective with November 2007 Letting**

### **PROPOSAL REQUIREMENTS AND CONDITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

## Effective with August 2015 Letting

### BID PREPARATION

#### **Preparing the Proposal Schedule of Items**

##### **A General**

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

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

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

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

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

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

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

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

## **B Submitting Electronic Bids**

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

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

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

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

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

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

**Bidder**

**Name**

**BN00**

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

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

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

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

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

# PROPOSAL BID BOND

DT1303 1/2006

Wisconsin Department of Transportation

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

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

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

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

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

## PRINCIPAL

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

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

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

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

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

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

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

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

## NOTARY FOR PRINCIPAL

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

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

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

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

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

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

**Notary Seal**

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

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

## NOTARY FOR SURETY

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

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

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

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

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

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

**Notary Seal**

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





# CERTIFICATE OF ANNUAL BID BOND

DT1305 8/2003

Wisconsin Department of Transportation

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

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

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

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

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

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



## March 2010

## LIST OF SUBCONTRACTORS

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

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

[illegible]

**DECEMBER 2000**

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

Instructions for Certification

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

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

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

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

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

## Special Provisions

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## **SPECIAL PROVISIONS**

### **1. General.**

Perform the work under this construction contract for Project 2230-00-74, West Greenfield Avenue, S 35<sup>th</sup> St to S Cesar E. Chavez Dr and 2984-04-71 Various Highways, 3 Connecting Hwy Intersections; located in 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 pavement removal, excavation, grading, base aggregate dense, concrete pavement, HMA pavement, concrete curb and gutter, concrete sidewalk, storm sewer, pavement marking, traffic control, traffic signals, lighting, City of Milwaukee underground conduit, tree plantings, concrete bases, monotube poles and mast arms, 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.**

#### **A General**

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.

## **B Contractor Coordination**

The prime contractor shall have a superintendent or designated representative on the job site during all controlling work operations, including periods limited to only subcontractor work operations, to serve as a primary contact person and to coordinate all work operations.

Hold prosecution and progress meetings once a week. The contractor's superintendent or designated representative and subcontractor's representatives for ongoing subcontract work or subcontractor work expected to begin within the next two weeks shall attend and provide a written schedule of the next week(s)' operations. The written schedule shall include begin and end dates of specific prime and subcontractor work operations. City of Milwaukee representatives shall be invited to attend the prosecution and progress meetings. Agenda items at the meeting will include review of the contractor's schedule and subcontractors' schedule, evaluation of progress and pay items, and making revisions if necessary. Plans and specifications for upcoming work will be reviewed to prevent potential problems or conflicts between contractors.

Based on the progress meeting, if the engineer requests a new revised schedule, submit it within seven calendar days.

The City of Milwaukee will remove existing traffic signs and install permanent traffic signs during and after construction. Notify the City of Milwaukee at least 10 working days in advance of any construction staging changes and project completion to ensure that proper signage is in place. Regulatory signs must be in place prior to opening the roadway to traffic.

Hollow sidewalks may exist within the project limits at the following properties:

- 2301 W Greenfield Ave
- 2113 W Greenfield Ave
- 1720 W Greenfield Ave
- 1700 W Greenfield Ave
- 1400 S Union Street
- 1337 S Cesar E. Chavez Drive

These hollow sidewalks may or may not have been abandoned by others prior to construction. Exercise caution when working on or near them. Notify the property owner and the engineer at least three working days prior to working on or near the hollow sidewalks.

The City of Milwaukee will remove bicycle racks during construction. Contact Mr. James Washington with the City of Milwaukee at (414) 286-3982 to facilitate removal.

## **C Work Restrictions**

### **C.1 General**

Comply with all local ordinances which apply to work operations, including those pertaining to work during night-time hours. Furnish any and all ordinance variances issued by the municipality or required permits to the engineer in writing three working days before performing such work. Night-time and weekend work will not be allowed without written

approval from the engineer and the City of Milwaukee at least three days in advance of the planned work during night-time and weekend hours.

Do not store equipment, vehicles, or materials on adjacent streets beyond the project limits without specific approval from the engineer. Park and store equipment and material only at work sites approved by the engineer.

Where the engineer in conjunction with the contractor's work schedule has permitted lane closure(s), make a continuous effort to complete the work within said lane closure(s) in a timely manner. If, in the engineer's judgment, the contractor's operations fail to meet the approved schedule, permission for a full-time lane closure will be rescinded.

Do not begin or continue any work that closes traffic lanes outside the allowed time periods specified in the Traffic article in these special provisions.

Maintain or provide pedestrian access to adjacent properties, businesses, and bus stops where necessary, as directed by the engineer. When closing or relocating crosswalks or sidewalks, provide detectable temporary facilities and include accessibility features consistent with existing pedestrian facilities. Construction of the new curb ramps at each intersection shall be performed sequentially, only working in one quadrant of each intersection at a time to minimize pedestrian disruption. Provide adequate temporary sidewalk, temporary curb ramps and/or bridging between the curb and right-of-way line over new pavement and other obstructions on the sidewalk area at the entrances to buildings or as directed by the engineer. The cost to maintain pedestrian access shall be incidental to the following bid items: Temporary Pedestrian Surface Plywood, Temporary Curb Ramp, Temporary Pedestrian Safety Fence, and Concrete Sidewalk 5-Inch.

Maintain emergency access to the project area at all times.

Upon completion of the normal workday and when work is not in progress, plate all trenches resulting from construction activities, which are not fully backfilled, with steel plates suitable for carrying a vehicle as directed by the engineer. Steel plates for construction trenches are incidental to the related bid items that are under construction.

Upon completion of the normal workday and when work is not in progress, provide a minimum 3:1 slope off the edge of existing pavements when the drop-off from the edge of pavement is greater than 6 inches. Sloping shall consist of materials suitable for carrying a vehicle.

Stage construction activities in order to maintain through vehicular access, unless noted otherwise, on W Greenfield Avenue and at all intersections according to the traffic control plans. The staging of work activities shall provide driveway access to local businesses at all times unless noted otherwise. The contractor may make other arrangements with individual businesses prior to construction. The arrangement must be in writing, signed by the contractor and business owner, and approved by the construction engineer.

Inform residential property owners at least two days prior to removing a driveway approach that serves the property. Inform commercial property owners at least five days prior to performing work which may affect the entrances. Driveway approach work that removes access to the property shall not exceed 10 days.

*Add the following to standard spec 107.18:*

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

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

*Add the following to standard spec 108.9.2:*

Work on Saturday, Sunday, or nationally recognized legal holidays will not be allowed without approval from the engineer and the City of Milwaukee at least three days in advance. If scheduling changes after approval has been obtained, notify the engineer as soon as possible, but not later than 3:00 PM of the prior day.

## **C.2 Driveways for ID 2230-00-74**

### **3023 W Greenfield Ave (Station 116+50 RT)**

This commercial property has two driveway accesses, one along W Greenfield Avenue and one along S 30<sup>th</sup> Street. Maintain driveway access at all times. Construct the driveway apron and sidewalk along W Greenfield Avenue one half at a time with concrete driveway 8-Inch. Construct the pavement in front of the driveway with a pavement gap and concrete pavement 8-Inch.

### **2925 W Greenfield Ave (Station 119+36 RT)**

This commercial property has one driveway access. Maintain driveway access at all times. Construct the driveway apron and sidewalk one half at a time with concrete driveway 8-Inch. Construct the pavement in front of the driveway with a pavement gap and concrete pavement 8-Inch.

### **2909 W Greenfield Ave (Station 119+80 RT)**

This commercial property has two driveway accesses, one along W Greenfield Avenue and one along S 29<sup>th</sup> Street. Maintain driveway access at all times. Construct the driveway apron and sidewalk along W Greenfield Avenue one half at a time with concrete driveway 8-Inch. Construct the pavement in front of the driveway with a pavement gap and concrete pavement 8-Inch.

1501 S Layton Boulevard (Station 124+71 RT)

This commercial property has one driveway access. Maintain driveway access at all times. Construct the driveway apron and sidewalk one half at a time with concrete driveway 8-Inch. Construct the pavement in front of the driveway with a pavement gap and concrete pavement 8-Inch.

2624 W Greenfield Ave (Station 129+91 LT)

This commercial property has one driveway access. Maintain driveway access at all times except during the pouring and curing time for concrete pavement, curb and gutter, driveway, and sidewalk. Construct the pavement in front of the driveway with a pavement gap and concrete pavement HES 8-Inch. Construct the driveway apron and sidewalk with concrete driveway HES 8-Inch.

1418 S Layton Boulevard (Station 130+12 RT)

This commercial property has two driveway accesses, one along W Greenfield Avenue and one along S 26<sup>th</sup> Street. Maintain driveway access at all times. Construct the driveway apron and sidewalk along W Greenfield Avenue one half at a time with concrete driveway 8-Inch. Construct the pavement in front of the driveway with a pavement gap and concrete pavement 8-Inch.

2606 W Greenfield Ave (Station 131+23 LT)

This commercial property has two driveway accesses, one along W Greenfield Avenue and one along S 26<sup>th</sup> Street. Maintain driveway access at all times. Construct the driveway apron and sidewalk along W Greenfield Avenue one half at a time with concrete driveway 8-Inch. Construct the pavement in front of the driveway with a pavement gap and concrete pavement 8-Inch.

2534 W Greenfield Ave (Station 132+86 LT)

This commercial property has one driveway access. Maintain driveway access at all times except during the pouring and curing time for concrete pavement, curb and gutter, driveway, and sidewalk. Construct the pavement in front of the driveway with a pavement gap and concrete pavement HES 8-Inch. Construct the driveway apron and sidewalk with concrete driveway HES 8-Inch.

2310 W Greenfield Ave (Station 142+46 LT)

This commercial property has three driveway accesses, two along W Greenfield Avenue and one along S 23<sup>rd</sup> Street. Maintain access to the driveway entrance along S 23<sup>rd</sup> Street and the eastern driveway entrance along W Greenfield Avenue at all times for service to the gas station's underground filler tanks. Construct the eastern driveway entrance apron and sidewalk along W Greenfield Avenue one half at a time with concrete driveway HES 8-Inch. Construct the pavement in front of the driveway with a pavement gap and concrete pavement HES 8-Inch.

2202 W Greenfield Ave (Station 145+95 LT)

This commercial property has two driveway accesses, one along W Greenfield Avenue and one along S 22<sup>nd</sup> Street. Maintain access to all driveway entrances at all times. Construct the driveway apron and sidewalk along W Greenfield Avenue one half at a time with concrete driveway HES 8-Inch. Construct the pavement in front of the driveway with a pavement gap and concrete pavement HES 8-Inch.

1801 W Greenfield Ave (Station 161+06 RT)

This commercial property has four driveway accesses, two along W Greenfield Avenue and two along W Bow Street. Maintain access to the eastern driveway entrance along W Greenfield Avenue and the eastern driveway entrance along W Bow Street at all times for service to the gas station's underground filler tanks. Construct the eastern driveway apron and sidewalk along W Greenfield Avenue one half at a time with concrete driveway HES 8-Inch. Construct the pavement in front of the eastern driveway with a pavement gap and concrete pavement HES 8-Inch.

1337 S Cesar E. Chavez Drive (Station 165+17 LT)

This commercial property has one driveway access along W Greenfield Avenue and one along the north side of the property to an alley. The driveway along W Greenfield Avenue operates as an exit-only access from the Chase Bank teller windows and ATMs. Maintain driveway access to at least two window teller lanes and one ATM lane at all times. Construct the driveway apron and sidewalk along W Greenfield Avenue one half at a time with concrete driveway HES 8-Inch. Construct the pavement in front of the driveway with a pavement gap and concrete pavement HES 8-Inch.

1400 S Union Street (Station 165+23 RT)

This commercial property has four driveway accesses, one along W Greenfield Avenue and three along S Union Street. The driveway along W Greenfield Avenue provides deliveries to the supermarket and the entrances along W Bow Street are for business patrons. Maintain access to all driveway entrances at all times. Construct the driveway apron and sidewalk along W Greenfield Avenue one half at a time with concrete driveway HES 8-Inch. Construct the pavement in front of the driveway with a pavement gap and concrete pavement HES 8-Inch.

Maintain bus stops in conjunction with the construction stages adjacent to the open traffic lane. Provide a 10-day advanced notice to the Milwaukee County Transit System for any bus shelter removals.

**C.3 Interim Completion of Work for ID 2984-04-71**

If the contractor fails to complete the construction operations necessary to reopen all lanes, including the permanent traffic signs and monotube traffic signals, of the intersection of West McKinley Avenue/West Forest Home Avenue & North 6<sup>th</sup> Street as shown in the plans, to traffic prior to 12:01 AM July 1, 2018, the department will assess the contractor \$2,065 in liquidated damages for each calendar day that any lane of the roadway remains closed after 12:01 AM July 1, 2018. An entire calendar day will be charged for any period of time within a calendar day that any lane of the road remains closed beyond 12:01 AM.

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

#### **C.4 Interim Completion and Final Completion of Work for ID 2230-00-74 and 2984-04-71**

Complete all contract work, except for Landscape Planting Surveillance and Care Cycles, within the construction limits and open the roadway to through traffic prior to 12:01 AM November 1, 2018.

If the contractor fails to complete all contract work, except for Landscape Planting Surveillance and Care Cycles, within the construction limits and open the roadway to through traffic prior to 12:01 AM November 1, 2018, the department will assess the contractor \$2,065 in interim liquidated damages for each calendar day that the roadway remains closed after 12:01 AM November 1, 2018. An entire calendar day will be charged for any period of time within a calendar day that the road remains closed beyond 12:01 AM.

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

Complete all landscape surveillance and care cycles prior to 12:01 AM October 16, 2019.

### **D Schedule of Operations**

#### **D.1 General**

The schedule of operations shall conform to the construction staging as shown in the construction staging plans, unless the engineer approves modifications to the schedule in writing.

#### **D.2 Schedule of Operations for ID 2230-00-74**

The schedule of operations shall conform to the following construction staging as described herein:

##### **Stage 1**

- Install temporary traffic signals at the W Greenfield Avenue/S 31<sup>st</sup> Street intersection and W Greenfield Avenue/S 21<sup>st</sup> Street intersection.
- Remove existing underground traffic signal equipment at the W Greenfield Avenue/S 31<sup>st</sup> Street intersection and W Greenfield Avenue/S 21<sup>st</sup> Street intersection. The City of Milwaukee will remove all aboveground traffic signal equipment at these intersections.

##### **Stage 2**

- Construct the westbound lanes, storm sewer, curb and gutter, curb extensions, sidewalk, and driveways along W Greenfield Avenue.
- Construct the northbound lanes, storm sewer, curb and gutter, and sidewalks along S 31<sup>st</sup> Street and S 21<sup>st</sup> Street.

- Begin installation of permanent traffic signals at the W Greenfield Avenue/S 31<sup>st</sup> Street intersection and W Greenfield Avenue/S 21<sup>st</sup> Street intersection.

### **Stage 3**

- Construct the eastbound lanes, storm sewer, curb and gutter, curb extensions, sidewalk, and driveways along W Greenfield Avenue.
- Construct the southbound lanes, storm sewer, curb and gutter, and sidewalks along S 31<sup>st</sup> Street and S 21<sup>st</sup> Street.
- Complete installation of permanent traffic signals at the intersections of W Greenfield Avenue and S 31<sup>st</sup> Street, and W Greenfield Avenue and S 21<sup>st</sup> Street.

### **Stage 4**

- Remove temporary traffic signals.
- Complete permanent pavement marking and restoration.

### **D.3 Schedule of Operations for ID 2984-04-71**

The schedule of operations shall conform to the following construction staging as described herein:

#### **Stage 1 (independent of Stage 1 for ID 2230-00-74)**

- Remove existing traffic signals and install monotubes at the intersections the plans show. Install traffic signal conduit and permanent traffic signs as shown in the plans.

### **E 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 may not have been observed on this project, but conditions to support the species exist. The species and all active roosts are protected by the Federal Endangered Species Act. If an individual bat or active roost is encountered during construction operations, stop work and notify the engineer and the WisDOT Regional Environmental Coordinator (REC).

According to the final 4(d) rule issued for the NLEB, the department has determined that the proposed activity may affect, but will not result in prohibited take of the NLEB. The activity involves tree removal, but will not occur within 0.25 miles of a known hibernacula, nor will the activity remove a known maternity roost tree or any other tree within 150 feet of a known maternity roost tree.

If additional trees need to be removed, no Clearing shall occur without prior approval from the engineer, following coordination with the WisDOT REC. Additional tree removal beyond the area originally specified will require consultation with the United States Fish and Wildlife Service (USFWS) and may require a bat presence/absence survey. Notify the engineer if additional Clearing cannot be avoided to begin coordination with the WisDOT REC. The WisDOT REC will initiate consultation with the USFWS and determine if a survey is necessary.



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.**

##### **A General**

Accomplish the construction sequence, including the associated traffic control as detailed in the Construction Staging section of the plans, and as described in the Prosecution and Progress article, and in this Traffic article.

Employ flaggers, signs, barricades, and drums as necessary to safeguard and direct traffic at all locations where construction operations may interfere with or restrict the smooth flow of traffic.

Use drums and barricades to direct vehicular and pedestrian traffic in the work zone and to protect and delineate hazards such as open excavations, abrupt drop-offs, and exposed manholes and inlets.

Coordinate traffic requirements under this project with other adjacent department or local municipality projects. Contractor is responsible for implementing and coordinating with other contractors all traffic control shown in the plans. Modifications to the traffic control plan may be required by the engineer to be safe and consistent with adjacent work by others.

Submit to the engineer for approval a detailed traffic control plan if different than the traffic control plan provided in the plan set. Submit this plan ten days prior to the pre-construction conference.

##### **B Definitions**

The following definitions shall apply to this contract:

##### **Night-Time Periods**

- 9:00 PM to 6:00 AM Monday, Tuesday, Wednesday, Thursday, and Friday

##### **Weekend Periods**

- 6:00 AM Saturday to 6:00 AM Monday

## **C Traffic Control Description for ID 2230-00-74**

### **Stage 1**

- All lanes of traffic shall remain open.
- Close the parking lanes along W Greenfield Avenue approaching the W Greenfield Avenue/S 31<sup>st</sup> Street intersection and W Greenfield Avenue/S 21<sup>st</sup> Street intersection.

### **Stage 2**

- Close the westbound lanes of W Greenfield Avenue.
- Provide one one-way eastbound through lane on W Greenfield Avenue. The typical lane width shall be 12 feet (11 feet minimum).
- Close the northbound lane of S 31<sup>st</sup> Street and S 21<sup>st</sup> Street. The typical lane width shall be 12 feet (10 feet minimum).
- Provide one one-way southbound through lane on S 31<sup>st</sup> Street and S 21<sup>st</sup> Street.
- Construct HES concrete pavement at the intersections of W Greenfield Avenue/S 31<sup>st</sup> Street and W Greenfield Avenue/S 21<sup>st</sup> Street during non-peak travel periods.

### **Stage 3**

- Close the eastbound lanes of W Greenfield Avenue.
- Provide one one-way westbound through lane on W Greenfield Avenue. The typical lane width shall be 12 feet (11 feet minimum).
- Close the southbound lane of S 31<sup>st</sup> Street and S 21<sup>st</sup> Street. The typical lane width shall be 12 feet (10 feet minimum).
- Provide one one-way northbound through lane on S 31<sup>st</sup> Street and S 21<sup>st</sup> Street.
- Construct HES concrete pavement at the intersections of W Greenfield Avenue/S 31<sup>st</sup> Street and W Greenfield Avenue/S 21<sup>st</sup> Street during non-peak travel periods.

### **ID 2984-04-71**

At least one lane of traffic in each direction shall be open at all times, at all intersections during construction. Lane closures shall not exceed 14 calendar days at each intersection.

## **5. Holiday Work Restrictions.**

Do not perform work on, nor haul materials of any kind along or across any portion of the highway carrying W Greenfield Avenue traffic, and entirely clear the traveled way and shoulders of such portions of the highway of equipment, barricades, signs, lights, and any other material that might impede the free flow of traffic during the following holiday periods:

- From noon Friday, May 25, 2018 to 6:00 AM Tuesday, May 29, 2018 for Memorial Day;
- From noon Tuesday, July 3, 2018 to 6:00 AM Thursday, July 5, 2018 for Independence Day;
- From noon Friday, August 31, 2018 to 6:00 AM Tuesday, September 4, 2018 for Labor Day;
- From noon Wednesday, November 21, 2018 to 6:00 AM Friday, November 23, 2018 for Thanksgiving.

107-005 (20050502)

## **6. Utilities.**

### **A General**

These contracts do not come under the provision of Administrative Rule Trans 220.

The City of Milwaukee has notified the department that the following operations necessary for the construction of new facilities and/or adjustment of existing facilities will be coordinated with the contractor's construction operations by each representative utility unless otherwise noted. Coordinate construction activities with a call to Digger's Hotline or a direct call to the utilities that have facilities in the area as required by statutes. Use caution to ensure the integrity of underground facilities and maintain code clearances from overhead facilities at all times.

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

### **B Utilities for ID 2230-00-74**

All stationing and offsets are measured from the W Greenfield Avenue reference line unless noted otherwise. Utility locations on the project are as follows:

#### **B.1 AT&T Wisconsin**

AT&T Wisconsin has underground telecommunication facilities along W. Greenfield Avenue in the following locations:

- Along the north side between S. 35<sup>th</sup> Street and S. Layton Boulevard (Two runs of conduit).
- Along the north side between S. Layton Boulevard and Station 130+05 (Single run of conduit).
- Along the north side between S. 20<sup>th</sup> Street and S. Cesar E. Chavez Drive (Single run of conduit).

AT&T does not have any overhead facilities. The following facilities are in conflict and will be addressed by the utility as follows:

| Location  | Resolution   |
|---|--|
| <b>1. Underground conduit conflicts with storm sewer.</b>   |  |
| Station 103+62, 15' LT;<br>Station 103+68, 21' LT;<br>Station 105+58, 13' LT;<br>Station 105+58, 21' LT;<br>Station 106+95, 13' LT;<br>Station 106+99, 21' LT;<br>Station 108+98, 14' LT;<br>Station 111+51, 15' LT;<br>Station 111+86, 45' RT;<br>Station 114+80, 14' LT;<br>Station 117+88, 15' LT;<br>Station 118+36, 48' RT;<br>Station 121+03, 18' LT;<br>Station 121+05, 15' LT;<br>Station 124+31, 14' LT;<br>Station 124+32, 16' LT;<br>Station 125+14, 16' LT;<br>Station 125+14, 18' LT;<br>Station 127+65, 21' LT;<br>Station 127+65, 25' LT;<br>Station 154+86, 20' LT;<br>Station 156+22, 20' LT;<br>Station 157+02, 20' LT;<br>Station 158+12, 19' LT;<br>Station 160+21, 19' LT;<br>Station 161+36, 20' LT;<br>Station 164+74, 19' LT;<br>Station 20+43, 7' LT (S. 31 <sup>st</sup> Street);<br>Station 20+48, 11' LT (S. 31 <sup>st</sup> Street) | AT&T plans to relocate their facilities during construction. Coordination is needed with AT&T and their contractor for these adjustments. Notify AT&T at least 5 working days prior to work needing to be done at each of these locations. AT&T estimates that this work will take approximately 65 working days.                                  |
| <b>2. Manhole conflicts with roadway paving operations.</b>   |  |
| Station 105+26, 13' LT;<br>Station 108+70, 13' LT;<br>Station 112+06, 12' LT;<br>Station 115+24, 14' LT;<br>Station 118+33, 16' LT;<br>Station 121+73, 13' LT;<br>Station 124+56, 13' LT;<br>Station 154+20, 52' RT;<br>Station 154+26, 20' RT;<br>Station 157+70, 20' LT;<br>Station 161+16, 20' LT;   | All manholes will have the frame and cover adjusted during construction by AT&T's contractor. Coordination is needed with AT&T and their contractor for these adjustments. Notify AT&T at least 5 working days prior to work needing to be done at each of these locations. AT&T estimates that this work will take approximately 35 working days. |

The AT&T utility contact is Mr. Mark Eder at (262) 896-7434 or [me1754@att.com](mailto:me1754@att.com).

## **B.2 City of Milwaukee (Communications)**

The City of Milwaukee has aboveground and underground facilities along W. Greenfield Avenue. The aboveground facilities are police call boxes and are in the following locations:

- Northwest corner of the intersection of W. Greenfield Avenue and S. 31<sup>st</sup> Street.
- Southeast corner of the intersection of W. Greenfield Avenue and S. 25<sup>th</sup> Street.
- Southwest corner of the intersection of W. Greenfield Avenue and S. 22<sup>nd</sup> Street.
- Southeast corner of the intersection of W. Greenfield Avenue and S. Comstock Avenue.

Underground facilities are communications conduit along W. Greenfield Avenue and are in the following locations:

- Along the south side between S. 35<sup>th</sup> Street and S. 31<sup>st</sup> Street.
- Along the centerline between S. 31<sup>st</sup> Street and S. Layton Boulevard.
- Along the south side between S. Layton Boulevard and S. Cesar E. Chavez Drive.

The City of Milwaukee will remove the police call boxes prior to construction and will replace them after construction. The contractor shall install new underground communications conduit as participating items. The contractor shall adjust the TES manhole covers in conjunction with construction operations as participating items. Coordinate the communications conduit work with the City of Milwaukee.

The City of Milwaukee underground conduit and communications utility contact is Ms. Karen Rogney at (414) 286-3243 or [krogne@milwaukee.gov](mailto:krogne@milwaukee.gov).

## **B.3 City of Milwaukee (Lighting)**

The City of Milwaukee has street lighting facilities within the limits of the project. City of Milwaukee Street Lighting personnel will install temporary overhead facilities, as per plan, and relocate permanent facilities, as needed, before roadway construction starts. During and after roadway construction, City of Milwaukee Street Lighting forces will install permanent lighting facilities as per plan.

Keep the City of Milwaukee Street Lighting Construction supervisors informed of the status of the roadway construction. Contact Mr. George Berdine at (414) 286-5943 office, (414) 708-4245 cell, or Mr. Dennis Miller at (414) 286-5942 office or (414) 708-4251 cell, at least 10 days before the start of construction. If neither Mr. Miller nor Mr. Berdine are available, then contact the City of Milwaukee Lighting dispatcher at (414) 286-5944 at least 10 days before the start of construction.

The City of Milwaukee lighting utility contact is Mr. Denis Kozelek at (414) 286-3252 or [dkozel@milwaukee.gov](mailto:dkozel@milwaukee.gov).

#### **B.4 City of Milwaukee (Sanitary)**

The City of Milwaukee has combined sewer pipes within the project limits. The locations and sizes of these trunk lines along W. Greenfield Avenue are as follows:

- 21" pipe along the south side between S. 35<sup>th</sup> Street and Station 104+80.
- 15" pipe along the south side between Station 104+80 and Station 105+15.
- 12" pipe along the south side between Station 105+15 and Station 108+18.
- 18" pipe along the south side between Station 108+95 and Station 115+36.
- 24" pipe along the south side between Station 115+36 and Station 115+55.
- 27" pipe along the south side between Station 115+55 and Station 117+90.
- 30" pipe along the south side between Station 117+90 and Station 118+67.
- 42" pipe along the south side between Station 118+67 and Station 124+70 (42" pipe crosses W. Greenfield Avenue at S. 28<sup>th</sup> Street and flows north).
- 21" pipe along the south side between Station 124+70 and Station 125+12 (21" pipe crosses W. Greenfield Avenue at S. 28<sup>th</sup> Street and flows north).
- 18" pipe along the south side between Station 125+12 and Station 127+58.
- 15" X 22" pipe along the centerline between Station 127+87 and Station 130+62.
- 18" pipe along the centerline between Station 130+62 and Station 131+49.
- 21" pipe along the centerline between Station 131+49 and Station 132+14.
- 30" pipe along the centerline between Station 132+14 and Station 142+60.
- 36" pipe along the centerline between Station 142+60 and Station 153+70.
- 42" pipe along the centerline between Station 153+70 and Station 163+76.
- 48" pipe along the centerline between Station 163+76 and S. Cesar E. Chavez Drive.

The combined sewer laterals and catch basins shall be replaced as participating items. Combined sewer manhole covers shall be adjusted or reconstructed as participating items. Combined sewer pipe trunk lines shall remain in place.

The City of Milwaukee sewers utility contact is Mr. Zafar Yousuf at (414) 286-2467 or [zyousu@milwaukee.gov](mailto:zyousu@milwaukee.gov).

#### **B.5 City of Milwaukee (Traffic Signals)**

The City of Milwaukee has aboveground and underground facilities along W Greenfield Avenue at the intersections with S. 35<sup>th</sup> Street, S. 31<sup>st</sup> Street, S. Layton Boulevard, S. 21<sup>st</sup> Street, and S. Cesar E. Chavez Drive. Aboveground facilities are traffic signal poles and mast arms. Underground facilities are traffic signal conduit, pull boxes, and concrete traffic signal bases.

The City of Milwaukee will alter the traffic signals at S. 35<sup>th</sup> Street, S. Layton Boulevard, and S. Cesar E. Chavez Drive to accommodate the construction staging. Notify the City of Milwaukee traffic signals section at least 5 working days prior to making construction staging switches. The permanent traffic signals at S. 35<sup>th</sup> Street, S. Layton Boulevard, and S. Cesar E. Chavez Drive shall not otherwise be affected by the project.

The contractor shall install temporary traffic signals at S. 31<sup>st</sup> Street and S. 21<sup>st</sup> Street. Coordinate with the City of Milwaukee for the removal of existing aboveground facilities at these intersections. The City of Milwaukee will remove all existing aboveground facilities at these intersections. The contractor shall remove existing underground facilities at these intersections. The contractor shall install permanent traffic signal bases, poles, monotubes, underground conduit, and pull boxes at S. 31<sup>st</sup> Street and S. 21<sup>st</sup> Street.

The traffic signals utility contact is Mr. Joseph Blakeman at (414) 286-8070 or [jcblake@milwaukee.gov](mailto:jcblake@milwaukee.gov).

#### **B.6 City of Milwaukee (Water)**

The Milwaukee Water Works has underground water main facilities along W Greenfield Avenue in the following locations:

- 8" main along the north side for the entire project length.
- 8" main along the south side between S. 22<sup>nd</sup> Street and S. Cesar E. Chavez Drive.

The following facilities are in conflict and will be addressed by the utility as follows:

| Location  | Resolution   |
|---|--|
| 1. Water valve or hydrant conflicts with curb ramps.  |  |
| Station 105+33, 39' LT (Hydrant);<br>Station 121+76, 38' LT (Hydrant);  | The City of Milwaukee plans to relocate these hydrants during construction. Coordination will be needed with the City of Milwaukee's water contractor. The City of Milwaukee estimates that this work will take approximately 20 working days.               |
| 3. Water main conflicts with storm sewer.   |  |
| Station 118+40, 50' RT;<br>Station 118+43, 42' LT;<br>Station 121+68, 49' RT;<br>Station 142+53, 17' LT;<br>Station 147+56, 22' RT;<br>Station 150+07, 22' RT;<br>Station 153+59, 21' RT;<br>Station 154+84, 16' LT;<br>Station 154+93, 24' RT;<br>Station 155+44, 23' RT;<br>Station 156+37, 22' RT;<br>Station 157+00, 23' RT;<br>Station 157+03, 17' LT;<br>Station 158+10, 17' LT;<br>Station 158+25, 24' RT;<br>Station 160+19, 17' LT;<br>Station 160+25, 24' RT;<br>Station 160+85, 25' RT;<br>Station 164+19, 25' RT; | The City of Milwaukee plans to make alterations to these water mains during construction. Coordination will be needed with the City of Milwaukee's water contractor. The City of Milwaukee estimates that this work will take approximately 20 working days. |

The City of Milwaukee water utility contact is Mr. Mark Scheller at (414) 286-2802 or [mark.scheller@milwaukee.gov](mailto:mark.scheller@milwaukee.gov).

### **B.7 Charter Communications**

Charter has both overhead and underground facilities. Overhead lines are located on We Energies Electric poles. Underground conduits are along W. Greenfield Avenue in the following locations:

- Along the south side between S. 28<sup>th</sup> Street and S. Layton Boulevard.
- Crossing W. Greenfield Avenue at S. 28<sup>th</sup> Street and the alley between S. 28<sup>th</sup> Street and S. Layton Boulevard.
- Along the north side between S. 18<sup>th</sup> Street and S. Cesar E. Chavez Drive.

The following facilities are in conflict and will be addressed by the utility as follows:

| Location   | Resolution   |
|--|--|
| All overhead and power pole conflicts listed in We Energies (Electric) section.              | Charter plans to relocate all overhead facilities to the new or relocated We Energies Electric power poles. This work will be done prior to construction. Charter plans to begin relocations after We Energies finishes the relocation of their power poles, which is estimated to be complete in December 2017. Charter estimates that overhead relocations will take approximately 35 working days.      |
| Station 124+90. Underground conduit crossing conflicts with Excavation Below Subgrade (EBS). | Charter plans to retire these facilities in place. New facilities are planned to be installed crossing W Greenfield Avenue at the alleyway between S 28 <sup>th</sup> Street and S Layton Boulevard. This work will be done prior to construction. Charter plans to begin underground relocations in October 2017. Charter estimates that underground relocations will take approximately 30 working days. |

Contact Charter Communications prior to removing or adjusting any facilities to verify that the facility has been discontinued.

The Charter utility contact is Mr. Steve Cramer at (414) 277-4045 or [steve.cramer@charter.com](mailto:steve.cramer@charter.com).

### **B.8 We Energies (Electric)**

We Energies has both overhead electric lines and underground conduit along W. Greenfield Avenue. The overhead lines are in the following locations:



- Along the north side of W. Greenfield Avenue from S. Layton Boulevard to S. 22<sup>nd</sup> Street.
- Along the north side of W. Greenfield Avenue from S. 20<sup>th</sup> Street to S. 17<sup>th</sup> Street.

The underground conduits are in the following locations:

- Along the south side of W. Greenfield Avenue from S. 31<sup>st</sup> Street to S. Cesar E. Chavez Drive (two runs of conduit between S. 31<sup>st</sup> Street and S. 30<sup>th</sup> Street, and between S. 28<sup>th</sup> Street and S. Layton Boulevard).

The following facilities are in conflict and will be addressed by the utility as follows:

| Location  | Resolution  |
|---|---|
| 1. Underground conduit conflicts with EBS.  |   |
| Station 115+18 to Station 116+72 RT;<br>Station 120+96 to Station 125+15 RT;<br>Station 129+25 to Station 132+94 RT;<br>Station 139+95 to Station 143+69 RT;<br>Station 147+58 to Station 159+05 RT;<br>Station 18+90 to Station 20+65 LT<br>(S. 31 <sup>st</sup> Street)   | We Energies Electric plans to rebuild these underground facilities prior to construction. They plan to begin underground relocations in October or November 2017. We Energies estimates that this work will take approximately 60 working days. |
| 2. Underground conduit conflicts with storm sewer.  |   |
| Station 117+88, 18' RT;<br>Station 117+89, 12' RT;<br>Station 118+25, 47' RT;<br>Station 118+26, 41' LT;<br>Station 119+60 to Station 121+11 RT;<br>Station 123+00 to Station 124+26 RT;<br>Station 124+75, 40' LT;<br>Station 125+24, 17' RT;<br>Station 125+26, 19' RT;<br>Station 127+54, 15' RT;<br>Station 127+55, 12' RT;<br>Station 131+50, 13' RT;<br>Station 135+25, 13' RT;<br>Station 138+81, 13' RT;<br>Station 142+55, 12' RT;<br>Station 143+55, 12' RT;<br>Station 146+27, 11' RT;<br>Station 147+42, 12' RT;<br>Station 150+05, 14' RT;<br>Station 153+63, 12' RT;<br>Station 154+79, 13' RT;<br>Station 155+56, 16' RT;<br>Station 156+23, 16' RT;<br>Station 157+02, 17' RT;<br>Station 157+38, 41' LT; | We Energies Electric plans to rebuild these underground facilities prior to construction. They plan to begin underground relocations in October or November 2017. We Energies estimates that this work will take approximately 60 working days. |

| Location   | Resolution  |
|--|---|
| Station 158+19, 17' RT;<br>Station 160+21, 18' RT;<br>Station 160+94, 19' RT;<br>Station 164+33, 18' RT;<br>Station 19+44, 7' RT (S. 31 <sup>st</sup> Street);<br>Station 20+41, 5' LT (S. 31 <sup>st</sup> Street)  |   |
| 3. Manhole conflicts with roadway paving operations.   |   |
| Station 115+18, 20' RT;<br>Station 115+19, 6' RT;<br>Station 118+23, 21' RT;<br>Station 121+46, 20' RT;<br>Station 124+59, 19' RT;<br>Station 131+88, 12' RT;<br>Station 135+58, 11' RT;<br>Station 139+32, 12' RT;<br>Station 143+00, 11' RT;<br>Station 146+72, 12' RT;<br>Station 150+37, 11' RT;<br>Station 154+08, 11' RT;<br>Station 157+35, 17' RT;<br>Station 159+47, 18' RT;<br>Station 160+75, 18' RT;<br>Station 164+08, 18' RT;  | These manholes will be adjusted by We Energies or We Energies' contractor during construction. Provide a 10 day notice to We Energies to have these manholes adjusted. Contact Tom Ross at (414) 540-5784.  |
| 4. Poles conflict with 2' minimum lateral clearance or other items as noted.   |   |
| Station 129+70, 26' LT;<br>Station 130+69, 27' LT (EBS);<br>Station 131+62, 26' LT;<br>Station 138+27, 28' LT (driveway apron);<br>Station 148+52, 27' RT (EBS);<br>Station 154+98, 27' RT (EBS);<br>Station 155+42, 28' LT (EBS);<br>Station 156+35, 28' LT (EBS);<br>Station 157+21, 28' LT (EBS);<br>Station 157+85, 27' RT;<br>Station 157+86, 27' LT (EBS);<br>Station 158+75, 28' LT (EBS);<br>Station 162+70, 27' LT (driveway apron);<br>Station 165+48, 29' RT;<br>Station 19+09, 21' LT (S. 31 <sup>st</sup> Street);<br>Station 19+61, 23' LT (S. 31 <sup>st</sup> Street) (sidewalk) | <p>We Energies Electric plans to remove or relocate these poles prior to construction. We Energies plans to begin pole removals in October or November 2017. They estimate this work will take approximately 20 working days.</p> <p>The poles at Station 153+25 LT, 154+47 LT, 154+98 RT, 155+42 LT, 156+35 LT, 157+21 LT, and 19+09 LT will be removed.</p> <p>The pole at Station 162+70 LT will be relocated to Station 162+37 LT. The pole at Station 19+61 LT (S 31<sup>st</sup> Street) will be relocated to Station 20+50 LT (S 31<sup>st</sup> Street).</p> <p>All other poles will be replaced in the same locations as the existing poles.</p> |

The We Energies Electric utility contact is Mr. LaTroy Brumfield at (414) 221-5617 or [latroy.brumfield@we-energies.com](mailto:latroy.brumfield@we-energies.com).

## B.9 We Energies (Gas)

We Energies has underground gas lines along W. Greenfield Avenue in the following locations:

- 8" Steel along the south side between S. 35<sup>th</sup> Street and S. 33<sup>rd</sup> Street.
- 8" Steel along the north side between S. 33<sup>rd</sup> Street and S. 26<sup>th</sup> Street.
- 4" Steel along the south side between S. 32<sup>nd</sup> Street and S. 30<sup>th</sup> Street.
- 2" Polyethylene along the south side between S. 29<sup>th</sup> Street and S. 28<sup>th</sup> Street.
- 6" Steel along the north side between S. 26<sup>th</sup> Street and S. 21<sup>st</sup> Street.
- 3" Steel along the south side between S. 26<sup>th</sup> Street and S. 22<sup>nd</sup> Street.
- 2" PVC along the south side from the alley between S. 22<sup>nd</sup> Street and S. 21<sup>st</sup> Street to S. 21<sup>st</sup> Street.
- 3" Steel along the north side between S. 21<sup>st</sup> Street and S. 20<sup>th</sup> Street.
- 3" Steel along the south side between S. 21<sup>st</sup> Street and S. 20<sup>th</sup> Street.
- 8" Steel along the north side between S. 20<sup>th</sup> Street and S. Cesar E. Chavez Drive.

The following facilities are in conflict and will be addressed by the utility as follows:

| Location   | Resolution  |
|--|---|
| <b>1. Gas main conflict with EBS.</b>  |   |
| Station 102+57 to Station 104+85 RT;<br>Station 112+78 to Station 116+72 LT;<br>Station 112+78 to Station 114+93 RT;<br>Station 114+93 (2" Polyethylene);<br>Station 116+06 to Station 116+72 RT;<br>Station 120+96 to Station 125+15 LT;<br>Station 121+49 (6" Steel);<br>Station 129+25 to Station 132+94 LT;<br>Station 130+47 to Station 132+00 LT;<br>Station 132+00 to Station 132+94 RT;<br>Station 139+95 to Station 143+69 LT & RT;<br>Station 147+58 to Station 159+05 LT;<br>Station 148+89 to Station 159+05 RT;<br>Station 150+23 (3" Steel); | We Energies plans to relocate these gas mains to be underneath the sidewalks along W Greenfield Avenue. This work will be done prior to construction. We Energies plans to begin gas main relocation in September 2017. They estimate this work will take approximately 150 working days. |
| <b>2. Gas main conflicts with storm sewer.</b>   |   |
| Station 105+04, 44' RT;<br>Station 105+55, 21' RT;<br>Station 108+51, 44' RT;<br>Station 108+98, 17' LT;<br>Station 111+52, 17' LT;<br>Station 111+81, 43' RT;<br>Station 114+76, 18' LT;<br>Station 114+85, 23' RT;   | We Energies Gas plans to relocate all facilities prior to construction to eliminate conflicts with storm sewer construction. We Energies plans to begin gas main relocation in September 2017. They estimate this work will take approximately 150 working days.                          |

| Location   | Resolution |
|--|------------|
| Station 114+93, 1' RT;<br>Station 114+93, 10' RT;<br>Station 117+85, 20' LT;<br>Station 117+89, 15' RT;<br>Station 118+37, 48' RT;<br>Station 119+88, 23' RT;<br>Station 119+80 to Station 121+02 LT;<br>Station 121+48, 48' RT;<br>Station 123+13 to Station 124+32 LT;<br>Station 124+61, 41' LT;<br>Station 125+14, 20' LT;<br>Station 131+50, 12' LT;<br>Station 131+50, 21' LT;<br>Station 132+00, 51' RT;<br>Station 132+00, 53' LT;<br>Station 134+85 to Station 135+14 LT;<br>Station 135+27, 18' RT;<br>Station 135+51, 45' LT;<br>Station 135+81, 50' RT;<br>Station 138+25 to Station 138+84 LT;<br>Station 138+78, 16' RT;<br>Station 139+23, 43' RT;<br>Station 139+24, 50' LT;<br>Station 142+40 to Station 142+50 LT;<br>Station 142+53, 17' RT;<br>Station 143+55, 22' LT;<br>Station 143+55, 16' RT;<br>Station 146+26 LT;<br>Station 146+25, 16' RT;<br>Station 146+64, 44' LT;<br>Station 149+92, 22' LT;<br>Station 150+06, 15' RT;<br>Station 153+57, 22' LT;<br>Station 153+61, 15' RT;<br>Station 153+96, 50' RT;<br>Station 154+81, 14' RT;<br>Station 154+90, 23' LT;<br>Station 155+66, 11' RT;<br>Station 156+11, 11' RT;<br>Station 156+28, 23' LT;<br>Station 156+99, 23' LT;<br>Station 157+05, 11' RT;<br>Station 157+46, 50' LT;<br>Station 158+13, 11' RT;<br>Station 158+14, 23' LT; |            |

| Location   | Resolution   |
|--|--|
| Station 158+52, 23' LT;<br>Station 160+08 to Station 160+37 LT;<br>Station 160+81, 47' LT;<br>Station 161+35, 22' LT;<br>Station 164+14, 59' LT;<br>Station 164+74, 22' LT;<br>Station 20+55, 19' LT (S. 31 <sup>st</sup> Street);   |  |
| 3. Gas valve box conflicts with roadway paving operations, terrace grading, curb and gutter, storm sewer, or sidewalk construction.  |  |
| Station 102+89, 20' RT;<br>Station 102+99, 28' LT;<br>Station 103+37, 27' RT;<br>Station 104+90, 15' RT;<br>Station 104+90, 16' RT;<br>Station 105+01, 36' RT;<br>Station 105+05, 36' RT;<br>Station 105+47, 27' RT;<br>Station 108+49, 39' LT;<br>Station 108+49, 36' LT;<br>Station 108+49, 47' RT;<br>Station 108+51, 47' RT;<br>Station 109+55, 26' LT;<br>Station 110+25, 27' LT;<br>Station 110+69, 26' LT;<br>Station 110+85, 26' LT;<br>Station 111+65, 27' LT;<br>Station 111+78, 47' RT;<br>Station 111+81, 47' RT;<br>Station 112+32, 26' LT;<br>Station 112+50, 27' RT;<br>Station 112+96, 29' RT;<br>Station 113+13, 19' LT;<br>Station 113+84, 27' RT;<br>Station 116+06, 27' LT;<br>Station 118+01, 15' RT;<br>Station 118+16, 46' LT;<br>Station 118+24, 43' LT;<br>Station 119+89, 26' LT;<br>Station 120+35, 28' LT;<br>Station 121+46, 68' RT;<br>Station 121+48, 40' LT;<br>Station 121+51, 20' LT;<br>Station 123+70, 33' LT;<br>Station 124+61, 29' LT;<br>Station 128+95, 31' RT; | Coordination will be needed with We Energies to adjust the gas valve boxes. Provide a 14-day advanced notice and a 3-day follow-up advanced notice to We Energies prior to each gas valve box needing adjustment. We Energies will make the necessary adjustments to the gas valve boxes. Approximately 20 working days will be needed for We Energies to adjust the valves. |

| Location  | Resolution |
|---|------------|
| Station 129+13, 27' LT;<br>Station 129+44, 28' LT;<br>Station 130+46, 26' LT;<br>Station 130+97, 28' LT;<br>Station 132+02, 25' LT;<br>Station 132+16, 61' LT;<br>Station 132+31, 18' RT;<br>Station 132+32, 20' LT;<br>Station 133+10, 28' RT;<br>Station 133+23, 28' LT;<br>Station 133+38, 28' RT;<br>Station 133+68, 29' RT;<br>Station 133+86, 27' LT;<br>Station 133+99, 29' RT;<br>Station 134+15, 28' RT;<br>Station 134+63, 28' RT;<br>Station 137+18, 28' RT;<br>Station 137+88, 28' RT;<br>Station 138+31, 34' RT;<br>Station 138+55, 29' LT;<br>Station 138+62, 29' RT;<br>Station 138+99, 29' LT;<br>Station 139+24, 38' LT;<br>Station 139+89, 28' RT;<br>Station 140+50, 28' RT;<br>Station 141+04, 28' LT;<br>Station 142+51, 28' RT;<br>Station 142+93, 42' LT;<br>Station 144+39, 29' LT;<br>Station 145+46, 28' LT;<br>Station 146+29, 29' RT;<br>Station 146+44, 16' RT;<br>Station 146+64, 51' LT;<br>Station 151+64, 29' LT;<br>Station 152+65, 28' LT;<br>Station 152+94, 29' LT;<br>Station 154+05, 44' LT;<br>Station 154+32, 43' RT;<br>Station 155+64, 27' RT;<br>Station 157+45, 42' LT;<br>Station 157+47, 27' RT;<br>Station 158+14, 29' LT;<br>Station 160+81, 53' LT;<br>Station 160+82, 28' LT;<br>Station 161+48, 28' LT; |            |

| Location   | Resolution |
|--|------------|
| Station 163+09, 35' RT;<br>Station 163+11, 29' RT;<br>Station 164+08, 54' LT;<br>Station 164+15, 37' LT;<br>Station 166+33, 27' LT;<br>Station 166+55, 30' RT;<br>Station 19+58, 22' LT (S. 31 <sup>st</sup> Street);<br>Station 19+62, 26' LT (S. 31 <sup>st</sup> Street);<br>Station 19+63, 26' LT (S. 31 <sup>st</sup> Street);<br>Station 20+39, 18' LT (S. 31 <sup>st</sup> Street);<br>Station 20+64, 17' RT (S. 31 <sup>st</sup> Street) |            |

The We Energies Gas utility contact is Mr. LaTroy Brumfield at (414) 221-5617 or [latroy.brumfield@we-energies.com](mailto:latroy.brumfield@we-energies.com).

### **C Utilities for ID 2984-04-71**

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

Additional detailed information regarding the location of vacated, relocation, and/or removed utility facilities is available in the work plan provided by each utility company or on the permits issued to them. View these documents at the region WisDOT office during normal working hours.

Some of the utility work described below is dependent on prior work being performed by the contractor at a specific site. In such situations, provide the engineer and the affected utility a good faith notice of when the utility is to start work at the site. Provide this notice 14-16 calendar days in advance of when the prior work will be completed and the site will be available to the utility owner. Follow-up with a confirmation notice to the engineer and the utility owner three to five working days before the site will be ready for the utility owner to begin its work.

The City of Milwaukee has notified the department that the following operations necessary for the construction of new facilities and/or adjustment of existing facilities will be coordinated with the contractor's construction operations by each representative utility unless otherwise noted. Coordinate construction activities with a call to Digger's Hotline or a direct call to the utilities that have facilities in the area as required by statutes. Use caution to ensure the integrity of underground facilities and maintain code clearances from overhead facilities at all times.

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

between the trees, hydrants, poles, other utilities and any other physical structures and the construction equipment. During construction operations, keep all manholes accessible to utility companies for emergencies.

### **C.1 American Transmission Company**

American Transmission Company has an underground 138kV pipeline running along the south side of W. National Ave. at S. 1<sup>st</sup> St., and also on the SE corner of W. McKinley Ave. and N. 6<sup>th</sup> St., both within the project limits. No conflicts with these facilities are anticipated. All work near an underground transmission pipe type cable must be supervised by an ATC representative. Three day prior notification is required to arrange for ATC presence on site during the construction (call Ron Latus at (262) 364-9048). The contractor is responsible for taking any and all precautions to avoid soil compaction, sinking, and any other circumstances that would cause damage to the 138kV pipe type cable. The pipe type cable must be adequately protected using mats or steel road plating during all work activities over the pipe type cable. When heavy equipment is positioned on soil over the ATC pipe type cable, the entire area under the equipment must be reinforced using appropriate construction matting to equalize the weight over the pipe type cable.

### **C.2 AT&T Wisconsin**

AT&T has underground facilities within the limits of the project. No conflict is anticipated on the AT&T facilities. Contact Dean Herro (AT&T) at (414) 678-2644 with any concerns or questions.

### **C.3 Charter**

Charter has fiber optic facilities in the intersection of W. McKinley Ave. and n. 6<sup>th</sup> St. and will be in very close proximity to proposed work. An on-site inspector from Charter must be present any time construction work is conducted within 10 feet of the facility. A minimum of ten working days needed for notification, contact Steve Cramer, (414) 227-4045 office, (414) 688-2385. Where proper vertical clearance of 24" cannot be maintained, install temporary sandbags, or other suitable material to maintain proper clearance to the facility. The maximum unsupported exposed length of a Charter facility is 5 feet. Support the facility with sand bags or padded skids when required. At no time should the facility be used as a brace to support equipment or sheeting/shoring materials. Notify Charter a minimum of 72 hours prior to backfill and compaction over Charter facilities. Provide a minimum of 6-inches of fine loose earth or sand with no sharp gravel, rock, hard clods or other debris on all sides of the facility. Place the remaining backfill over the facility in a manner doesn't disturb the previously placed padding material around the facility.

### **C.4 City of Milwaukee (Underground Conduit and Communications (TES))**

The City of Milwaukee has communications fiber and copper cables in underground conduit located throughout the project limits. These cables will be kept in operation during construction. Take precaution when working near these facilities to prevent damage. Contact Ms. Karen Rogney of the City of Milwaukee at (414) 286-3243 with any concerns or questions.



### **C.5 City of Milwaukee (Lighting)**

The City of Milwaukee has street lighting facilities within the limits of the project.

Street lighting personnel will install temporary overhead facilities and relocate permanent facilities, as needed, before roadway construction starts. During and after roadway construction Street Lighting forces will install permanent lighting facilities.

Keep the Street Lighting Construction supervisors informed of the status of the roadway construction. Contact Mr. George Berdine at (414) 286-5943 office, (414) 708-4245 cell or Mr. Dennis Miller at (414) 286-5942 office, (414) 708-4251 cell. If neither Mr. Miller nor Mr. Berdine are available, then contact the City of Milwaukee Lighting dispatcher at (414) 286-5944.

Keep the area behind the curb free from over pour and other debris. The contractor will be responsible for costs incurred by street lighting forces cleaning debris from behind the curb.

The contractor will be responsible for all costs incurred by Street Lighting personnel fulfilling requests to relocate any street lighting facilities, permanent or temporary, for contractor convenience.

An As-Built plan shall be done for the project according to standard WisDOT procedures and submitted to the city at the conclusion of the project.

Any questions or concerns regarding the design of the lighting system are to be directed to Street Lighting engineering. Contact Mr. Denis Kozelek at (414) 286-3252.

### **C.6 City of Milwaukee (Sewer)**

The City of Milwaukee has storm sewer and sanitary sewer facilities within the limits of the project. No work is anticipated on storm or sanitary sewer facilities. Contact Mr. Musa Abu-Khader of the City of Milwaukee at (414) 286-2432 for coordination of work, with any concerns or questions.

### **C.7 City of Milwaukee (Traffic Signals and Signs)**

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

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

Provide a 10-working day advance notice to Mr. Al Nichols of the City of Milwaukee's Traffic Signal Field Operations at (414) 286-3687 office or (414) 708-5148 mobile, to coordinate the installation of traffic signal materials. Coordinate all Traffic Signal

Operation with Mr. Joseph Blakeman of the City of Milwaukee's Traffic Engineering at (414) 286-8070 as well as any city traffic signal concerns.

#### **C.8 City of Milwaukee (Water)**

The Milwaukee Water Works has facilities within the limits of the project. No work is anticipated on water facilities. Contact Mr. Musa Abu-Khader of the City of Milwaukee at (414) 286-2432 with any concerns or questions.

#### **C.9 Level 3 Communication**

Level 3 Communication has underground facilities within the project limits. No conflicts with these facilities are anticipated. Contact Ms. Nickey Worthington at (720) 888-0336 with any concerns or questions.

#### **C.10 Mcleod USA/Windstream**

Mcleod USA/ Windstream has underground facilities within the limits of the project. No conflict is anticipated on Mcleod USA/Windstream facilities. Contact Mr. Nathan Becker (Windstream) at (262) 792-7938 with any concerns or questions.

#### **C.11 TDS Metrocom**

TDS Metrocom has underground facilities inside AT&T conduit within the project limits. No conflicts with these facilities are anticipated. Call Matt Schulte at (262) 754-3063 with any questions or concerns.

#### **C.12 We Energies (Electric)**

WE Energies - Electric has underground and overhead facilities within the limits of the project. No conflicts are anticipated. Contact Mr. Ken Franecki of WE Energies – Electric at (414) 944-5531 with any concerns or questions.

#### **C.13 We Energies (Gas)**

WE Energies – Gas has facilities within the limits of the project. No impacts are anticipated at this time. Contact Mr. Josh Mount of the WE Energies – Gas at (414) 218-2053 with any concerns or questions.

107-065 (20080501)

## **7. Erosion Control.**

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

Provide the ECIP fourteen (14) calendar days prior to the pre-construction conference. Provide one copy of the ECIP to WisDOT and one copy of the ECIP to the WDNR Liaison Kristina Betzold, kristina.betzold@wisconsin.gov. Pursue operations in a timely and

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

Re-topsoil of graded areas, as designated by the engineer, immediately after grading is completed within those areas. Place sod lawn and fertilize top-soiled areas, as designated by the engineer, within 5 calendar days after placement of topsoil. If graded areas are left exposed for more than 14 calendar days, seed those areas with temporary seed.

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

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

## **8. Municipality Acceptance of Combined Sanitary & Storm Sewer Construction.**

The City of Milwaukee personnel will inspect construction of combined sanitary and storm sewer under this contract. However, testing and acceptance of the sewer construction will be by the engineer.

105-001 (20140630)

## **9. Referenced Construction Specifications.**

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

Conform to the referenced construction specifications for the following:

- Landmark Reference Monuments
- EVP Detector Head
- EVP Phase Selector Card
- EVP Confirmation Light Assembly

105-002 (20130615)

A copy of these specifications is available from the City of Milwaukee at the City of Milwaukee Municipal Building at 841 N Broadway (5<sup>th</sup> Floor), Milwaukee, WI 53202.

## **10. Public Convenience and Safety.**

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

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

107-001 (20060512)

## **11. Coordination with Other Contracts.**

The Milwaukee Bucks are constructing an arena district in Downtown Milwaukee. The construction limits of this project are adjacent to the intersection of West McKinley Avenue / West Forest Home Avenue & North 6<sup>th</sup> Street which is part of Project 2984-04-71. This intersection will have a completion date of June 30, 2018 to avoid conflicts with arena district construction. Contact Tony Kotecki with the City of Milwaukee with any coordination or concerns at (414) 286-2433.

## **12. Coordination with Businesses and Residents.**

The contractor shall arrange and conduct a meeting between the contractor, the department, affected residents, local officials and business people to discuss the project schedule of operations including vehicular and pedestrian access during construction operations. Hold the first meeting at least one week prior to the start of work under this contract and no further meetings will be required unless directed by the engineer. The contractor shall arrange for a suitable location for the meeting(s) that provides reasonable accommodation for public involvement. The department will prepare and coordinate publication of the meeting notices and mailings for the meeting(s). The contractor shall schedule the meeting(s) with at least two weeks' prior notice to the engineer to allow for these notifications.

108-060 (20141107)

## **13. Weekly Coordination Meeting.**

The contractor shall arrange and conduct weekly meetings between the department, local officials, utilities and subcontractors to discuss the project schedule of operations, traffic control, erosion control and any unresolved conflicts. The first meeting shall be held prior to the start of work under this contract.

## **14. Notice to Contractor, Emerald Ash Borer.**

*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:

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

#### **B.1 ATCP 21.17 Emerald ash borer; import controls and quarantine.**

##### **B.1.1 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.

**B.1.2 Regulated Items.** The following are regulated items for purposes of subparagraph (1):

The emerald ash borer, *Agrilus planipennis* Fairmaire in any living stage.

Ash trees.

Ash limbs, branches, and roots.

Ash logs, slabs or untreated lumber with bark attached.

Cut firewood of all non-coniferous species.

Ash chips and ash bark fragments (both composted and uncomposted) larger than one inch in diameter.

Any other item or substance that may be designated as a regulated item if a DATCP pest control official determines that it presents a risk of spreading emerald ash borer and notifies the person in possession of the item or substance that it is subject to the restrictions of the regulations.

### **B.1.3 Regulatory Considerations**

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

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

#### Chipped Ash Trees

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

May be buried on site within the right-of-way according to standard spec 201.3 (14).

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

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

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

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

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

#### Ash logs, Branches, and Roots

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

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

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

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

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

Anyone moving firewood or ash products from the state or these counties is subject to state and federal fines up to \$1,000.00. All fines are the responsibility of the contractor. Obtain updated quarantine information at the DNR Firewood Information Line at 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.

### **B.2 Updates for Compliance**

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

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

### **B.3 Regulated Items**

More frequent updates, if any, are available on the DATCP website at [www.datcp.state.wi.us](http://www.datcp.state.wi.us). Subsection (1) applies to new regulated areas as those areas are identified in the CFR, regardless of whether affected persons receive update notices from DATCP. Persons may request update notices by calling (608) 224-4573, by visiting the DATCP website, or by writing to the above address. 201-SER1 (20100401)

## **15. Notice to Contractor Contamination Beyond Construction Limits.**

The Phase 2.5 report is pending approval. Anticipated contaminated soil and groundwater is present at the following locations:

1. 163+50 to 167+00, beyond construction limits right (1400 S. Union Street, WDNR BRRTS No. 02-41-563868). Soil and groundwater at this site is contaminated with petroleum.
2. 167+00 to 168+00, beyond construction limits right (1418 S. Muskego Avenue/1421 S. Cesar E. Chavez Drive, WDNR BRRTS No. 03-41-001071). Soil and groundwater at this site is contaminated with petroleum.

The contaminated soil and groundwater at the above sites is expected to be beyond the excavation limits necessary to complete the work under this project. Control construction operations near these locations to ensure that they do not extend beyond the excavation limits indicated in the plans. If contaminated soil and/or groundwater is encountered near this site or elsewhere on the project during excavation, terminate excavation in the area and notify the engineer.

The Hazardous Materials Report is available by contacting: Andrew Malsom, Wisconsin Department of Transportation, 141 NW Barstow, Waukesha, WI 53187, (262) 548-6705, [Andrew.Malsom@dot.wi.gov](mailto:Andrew.Malsom@dot.wi.gov).

## **16. Notice to Contractor Survey for ID 2984-04-71.**

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



## **17. 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-rsrcs/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   |
|------------------------------------|---|
| $\leq 6000$ tons                   | One stockpile test prior to placement, and two production or one loadout test. <sup>[1] [2]</sup> |
| $> 6000$ tons and $\leq 9000$ tons | One stockpile and Three placement tests <sup>[3]</sup><br>[4] [5]                                 |

<sup>[1]</sup> 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.

<sup>[2]</sup> 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.

<sup>[3]</sup> 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.

<sup>[4]</sup> For 3-inch material or lift thickness of 3-inch or less, obtain samples at load-out.

<sup>[5]</sup> 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:

- 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:

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

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

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

## B.3 Laboratory

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

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

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

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

### **B.4.1 General**

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

### **B.4.2 Records**

- (1) Document all placement observations, inspection records, and control adjustments daily in a permanent field record. Also include all test results in the project records. Provide test results to the engineer within 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 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 (20170615)

## **18. Abandoning Sewer, Item 204.0291.S.**

### **A Description**

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

### **B Materials**

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

### **C Construction**

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

### **D Measurement**

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

### **E Payment**

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

| ITEM NUMBER | DESCRIPTION      | UNIT |
|-------------|------------------|------|
| 204.0291.S  | Abandoning Sewer | CY   |

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

204-050 (20080902)

## **19. Excavation, Hauling, and Disposal of Petroleum Contaminated Soil, Item 205.0501.S.**

### **A Description**

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

This work applies to ID 2230-00-74.

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

- Station 130+90 to 131+10 from project limits left to 10 feet left of reference line, from approximately 1 to 4 feet below grade. Soil excavated from this area will require off-site landfill disposal due to concentrations of arsenic. The estimated volume of contaminated soil to be excavated at this location is 76 cubic yards (approximately 130 tons using a conversion factor of 1.7 tons per cubic yard). Ground water is not expected to be encountered at this location.
- Station 131+50 to 132+10 from project limits left to 10 feet left of the reference line, from approximately 1 to 6 feet below grade. Soil excavated from this area will require off-site bioremediation. The estimated volume of contaminated soil to be excavated at this location is 752 cubic yards (approximately 1,280 tons using a conversion factor of 1.7 tons per cubic yard). Ground water is not expected to be encountered at this location.

- Station 132+95 to 133+20 from project limits left to 25 feet left of reference line, from approximately 1 to 4+ feet below grade. Soil excavated from this area will require off-site landfill disposal due to concentrations of metals. The estimated volume of contaminated soil to be excavated at this location is 38 cubic yards (approximately 65 tons using a conversion factor of 1.7 tons per cubic yard). Ground water is not expected to be encountered at this location.
- Station 137+20 to 137+60 from 10 right of reference line to project limits right, from approximately 1 to 4+ feet below grade. Soil excavated from this area will require off-site bioremediation. The estimated volume of contaminated soil to be excavated at this location is 150 cubic yards (approximately 255 tons using a conversion factor of 1.7 tons per cubic yard). Ground water is not expected to be encountered at this location.
- Station 141+25 to 142+85 from reference line to project limits right, from approximately 1 to 4+ feet below grade. Soil excavated from this area will require off-site bioremediation. The estimated volume of contaminated soil to be excavated at this location is 902 cubic yards (approximately 1,535 tons using a conversion factor of 1.7 tons per cubic yard). Ground water is not expected to be encountered at this location.
- Station 142+70 to 142+90 from 35 feet to 50 feet left of reference line, from approximately 4 to 6+ feet below grade. Soil excavated from this area will require off-site landfill disposal due to concentrations of lead. The estimated volume of contaminated soil to be excavated at this location is 50 cubic yards (approximately 85 tons using a conversion factor of 1.7 tons per cubic yard). Ground water is not expected to be encountered at this location.
- Station 145+50 to 145+95 from project limits left to reference line, from approximately 1 to 4+ feet below grade. Soil excavated from this area will require off-site landfill disposal due to concentrations of arsenic. The estimated volume of contaminated soil to be excavated at this location is 238 cubic yards (approximately 405 tons using a conversion factor of 1.7 tons per cubic yard). Ground water is not expected to be encountered at this location.
- Station 146+25 to 146+45 from project limits left to reference line, from approximately 1 to 4+ feet below grade. Soil excavated from this area will require off-site landfill disposal due to concentrations of lead. The estimated volume of contaminated soil to be excavated at this location is 105 cubic yards (approximately 180 tons using a conversion factor of 1.7 tons per cubic yard). Ground water is not expected to be encountered at this location.
- Station 160+20 to 160+60 from 15 feet right of reference line to project limits right, from approximately 1 to 4+ feet below grade. Soil excavated from this area will require off-site landfill disposal due to concentrations of lead. The estimated volume of contaminated soil to be excavated at this location is 120 cubic yards (approximately 205 tons using a conversion factor of 1.7 tons per cubic yard). Ground water is not expected to be encountered at this location.

Directly load soil excavated by the project at the above locations into trucks that will transport the soil to a WDNR-licensed bioremediation or landfill 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 or direct landfilling of contaminated material. The excavation management plan, including these special provisions, has been developed in cooperation with the WDNR. The WDNR concurrence letter is on file at the Wisconsin Department of Transportation. For further information regarding previous investigation and remediation activities in these areas contact:

Name: Joe Klarkowski  
Address: 325 E Chicago Street, Suite 500, Milwaukee, WI 53202  
Phone: (414) 935-4410  
E-mail: [joe.klarkowski@daarcop.com](mailto:joe.klarkowski@daarcop.com)

### **A.4 Coordination**

Coordinate work under this contract with the environmental consultant:

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

The role of the environmental consultant will be limited to:

1. Determining the location and limits of contaminated soil to be excavated based on soil analytical results from previous investigations, visual observations, and field screening of soil that is excavated;
2. Identifying contaminated soils to be hauled to the bioremediation or landfill 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 or direct landfilling 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 WDNR licensed bioremediation or landfill facility that will be used for bioremediation or direct landfilling 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 or landfill facility for bioremediation or direct landfilling 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 or landfill 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 testing, special handling and disposal. Limit excavation in the location described above in A2 to minimize the handling of groundwater. Notify the engineer of any dewatering activities, and obtain any permits necessary to discharge or dispose of contaminated water. Provide copies of such Permit to the engineer. Ensure continuous dewatering and excavation safety at all times. Provide, operate, and maintain adequate pumping equipment and drainage and disposal facilities. Meet any requirements and pay any costs for obtaining and complying with such permit use. Follow all applicable legislative statutes, judiciary decisions, and regulations of the State of Wisconsin.

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

#### **D Measurement**

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

## **20. Protection of Concrete.**

*Supplement standard spec 415.3.14 as follows:*

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

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

## **21. Concrete Identification Stamping.**

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

Stamping is incidental to each concrete item receiving the stamp.

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

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

*Replace standard spec 621.2 with the following:*

Use monuments provided by the Southeast Wisconsin Regional Planning Commission (SEWRPC) that consist of precast concrete with a brass cap. Notify the engineer at least one week prior to needing the monuments. The engineer will contact Mr. Robert Merry of the SEWRPC (262) 547-6722 Ext. 289 to arrange for the delivery of the monuments to the project.

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

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

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

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

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

## **23. Trees and Planting Area Protection.**

Remove the following 22 trees:

Station 134+86 LT – 12” Maple  
Station 135+15 LT – 18” Maple  
Station 137+40 LT – 18” Maple  
Station 137+80 LT – 18” Maple  
Station 140+20 LT – 13” Maple  
Station 143+80 LT – 15” Maple  
Station 144+12 LT – 21” Maple  
Station 144+99 LT – 16” Maple  
Station 147+65 LT – 15” Maple  
Station 149+90 LT – 4” Maple  
Station 159+10 LT – 19” Maple  
Station 159+74 LT – 17” Maple

Station 137+28 RT – 12” Maple  
Station 141+94 RT – 21” Maple  
Station 151+75 RT – 21” Maple  
Station 152+19 RT – 20” Maple  
Station 152+61 RT – 22” Maple  
Station 153+10 RT – 19” Maple  
Station 154+80 RT – 15” Maple  
Station 155+14 RT – 16” Maple  
Station 156+36 RT – 7” Elm  
Station 156+65 RT – 6” Elm

Cover exposed tree roots with mulch and water from a period immediately following curb and gutter removal, until the area is backfilled following construction.

### **A Sidewalk Construction**

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

When replacing sidewalks adjacent to the following trees, a slip or thin form shall be used. Additionally, soil disturbance in the tree border should be limited to not more than ¼” beyond the edge of the new sidewalk.

Station 136+54 LT

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

Station 136+25 RT  
Station 148+80 LT  
Station 149+55 LT  
Station 151+30 RT

Adjacent to existing trees, remove sidewalk and cut roots by use of hand implements only.



## **B Carriage Walk Construction**

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

## **C Curb and Gutter Construction**

Cover exposed tree roots with mulch and water from a period immediately following curb and gutter removal, until the area is backfilled following construction.

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

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

Station 142+26 RT  
Station 148+80 LT  
Station 155+70 LT  
Station 156+11 LT

The root system on the curb side shall not be cut for the following trees. A 0-inch clearance slip or integral form paver can be used; alternatively, gap and hand form the curb and gutter using ¼-inch steel plates for the following trees:

Station 136+25 RT  
Station 136+54 LT  
Station 149+55 LT  
Station 151+30 RT

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

## **D General**

### **D.1 General Requirements**

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

No construction equipment, cars, trucks, or materials shall be parked or stored on any tree border along W Greenfield Avenue or adjacent roadways.

Root foundations must remain adequate to withstand heavy windstorms.

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

Caution should be used during the construction process to avoid damage to the roots, trunks, and branches of all street trees. Damage caused to any street tree or irrigation system will be repaired by the Forestry Division and the costs of repair, rejuvenation, and/or value lost will be billed to the contractor or credited against the contract at the option of the city.

#### **D.2 Notes for ID 2984-04-71**

Irrigation systems are present at the intersection of N 6<sup>th</sup> Street and W McKinley Avenue. The water service to these irrigation systems shall remain active. Contact Mr. James Kringer at (414) 708-2428 at least five working days prior to any work being done at these locations.

#### **E New Tree Planting Locations**

The contractor shall plant the following 95 new trees based on the information provided in the plan miscellaneous quantity tables, as part of this project. Contact Mr. James Kringer at (414) 708-2428, [james.kringer@milwaukee.gov](mailto:james.kringer@milwaukee.gov) to coordinate the work.

### **24. Landscape Planting Surveillance and Care Cycles, Item 632.9101.**

*Replace paragraph (1) of standard spec 632.3.18.1.1 with the following:*

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

*Replace paragraph (1) of standard spec 632.3.19.2 with the following:*

If the care specialist fails to perform any of the required care cycles as specified in standard spec 632.3.19.1, the department will assess daily damages of \$100.00 to cover the cost of performing the work with other forces. The department will assess these damages for each day the requirements of the care cycle remain incomplete, except when the engineer extends the required time period.

### **25. Field Office Type D, Item 642.5401.**

*Add the following to standard spec 642.2.1:*

Provide the field office within ½ mile of the project site.

### **26. Traffic Control.**

*Supplement standard spec 643 with the following:*

Permanently label each barricade, sign or other traffic control device with the name and telephone number for 24-hour emergency service, printed in letters at least ¾ inches in height.

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

During the life of this contract, provide 24 hour-a-day availability of equipment and forces to promptly restore barricades, lights, signs or other traffic control devices that are damaged or disturbed. In no case may any barricade, light, sign or other traffic control device be out of service for more than 2 hours. The cost to maintain and restore the above items is incidental to the bid item Traffic Control and no additional payment will be made therefore.

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.

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

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

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

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

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

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

## **27. Temporary Pedestrian Surface Plywood, Item 644.1420.S.**

### **A Description**

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

### **B Materials**

Furnish 1 1/4-inch dense graded aggregate conforming to standard spec 305.2. Furnish pressure treated 2x4 framing lumber, pressure treated 3/4-inch plywood with skid resistant surface coating, and weather resistant deck screws 3-1/2-inch minimum for framing and 1-5/8-inch minimum for plywood.

### **C Construction**

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

Provide a firm, stable, and slip-resistant surface layer with vertical joints no higher than ¼ inch and horizontal joints no wider than 1/2 inch. Sheet materials up to 1 inch thick may be lapped if the edge is beveled at 45 degrees or flatter. Asphalt may also be used to ramp up to materials up to 1 inch thick. Construct conforming to the following:

- Framed plywood panels 4 feet wide with a skid resistant surface coating.

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

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

### **D Measurement**

The department will measure temporary pedestrian surface by the square foot, acceptably completed.

### **E Payment**

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

| ITEM NUMBER | DESCRIPTION                          | UNIT |
|-------------|--------------------------------------|------|
| 644.1420.S  | Temporary Pedestrian Surface Plywood | SF   |

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

644-010 (20150630)

## **28. Temporary Curb Ramp, Item 644.1601.S.**

### **A Description**

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

### **B Materials**

Furnish materials as follows:

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

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

**C Construction**

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

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

**D Measurement**

The department will measure temporary curb ramps by each individual ramp, acceptably completed.

**E Payment**

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

| ITEM NUMBER | DESCRIPTION         | UNIT |
|-------------|---------------------|------|
| 644.1601.S  | Temporary Curb Ramp | EACH |

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

644-020 (20150630)

**29. Temporary Pedestrian Safety Fence, Item 644.1616.S.**

**A Description**

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

**B Materials**

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

Furnish select 2x4 dimensional lumber.

Furnish fence fabric meeting the following requirements:

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

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

### **C Construction**

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

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

### **D Measurement**

The department will measure Temporary Pedestrian Safety Fence by the linear foot, acceptably completed.

### **E Payment**

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

| ITEM NUMBER | DESCRIPTION                       | UNIT |
|-------------|-----------------------------------|------|
| 644.1616.S  | Temporary Pedestrian Safety Fence | LF   |

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

644-025 (20150630)

## **30. Construction Staking Electrical Installations for ID 2984-04-71, Item 650.8500.02.**

*Supplement standard spec 650 with the following:*

The traffic poles, bases and vaults are referenced from the right-of-way line to the center. See the plans for additional information.

**31. Conduit Rigid Nonmetallic Schedule 40 3-Inch, Item 652.0235.**

*Supplement standard spec 652, with the following:*

Required locations of the conduits are shown in the plans. However, installation will require integration with existing field conditions. Appropriate adjustment on conduit locations may be made if the field conditions are such that the pipes cannot be installed at the specified locations. Any relocation of greater than 5 feet must be approved by the engineer. Field mark conduit street crossing locations by stamping and painting with red paint on the top of the curb.

Plan changes must be approved by the City of Milwaukee's electric services supervisor or traffic engineer. The primary contacts are Mr. Dennis Miller, Street Lighting Operations supervisor (414) 286-5942 office, (414) 708-4251 mobile; or Mr. Joseph Blakeman, traffic control engineer (414) 286-8070.

**32. Concrete Base Type 10, Item 654.0110.**

*Replace paragraph (4) of standard spec 654.2 as follows:*

Contractor shall supply templates, anchor rods, nuts, and washers for installation as shown on the plans.

*Modify standard spec 654.3 to add the following:*

Contractor shall contact City of Milwaukee sewer engineering three working days prior to excavating any concrete bases. Please contact Mr. Bob Brooks at (414) 286-3241 or Ms. Nancy Alvarado at (414) 286-2013 to confirm lateral clearance with sewer facilities.

**33. Temporary Traffic Signals for Intersections (S. 31<sup>st</sup> St & W. Greenfield Ave), Item 661.0200.01; (S. 21<sup>st</sup> St & W. Greenfield Ave), Item 661.0200.02.**

*Append standard spec 661.2.1 with the following:*

(5) Furnish pedestrian signal faces as shown in the plans, according to standard spec 658.2.3.

*Append standard spec 661.3.1 with the following:*

(4) Install pedestrian signal faces on the wood pole or wood post as the plans show. Maintain the height to the bottom of the pedestrian signal face as indicated in SDD Traffic Signal Standard Poly Bracket Mountings (Typical) 13 FT. or 15 FT.

*Append standard spec 661.3.1.1 with the following:*

(2) Place the pole in the ground to no less than 1/5 of the pole's length as the plans show. Sawcut existing pavement and concrete curb and gutter as needed to install the wood poles and guy wire anchors. Sawcut existing pavement according to the pertinent provisions in standard spec 690.3, Construction. Remove pavement and concrete curb and gutter as shown on the plans and if needed to install the wood poles and guy wire anchors. Remove only as much pavement as needed to install the wood poles. Remove pavement and curb and gutter according to the pertinent provisions in standard spec 204.3, Construction. Hold any wood poles in place and/or move wood poles during construction due to conflicts with proposed work.

*Append standard spec 661.3.1.4 with the following:*

(4) Arrange for every other week inspections with the engineer to check the height of the span wire above the roadways to ensure that the bottom of the traffic signal heads remain within the minimum and maximum heights allowed above the roadway. Make all height adjustments within 1-hour of an inspection indicating that adjustments are required. Notify the engineer in writing upon completion of all necessary adjustments. Maintain a written log to properly document the date of each every other week inspection, the heights above the roadway, the roadway clearance after adjustments have been made and acceptance by the engineer. Provide all documentation related to the every other week span wire height checks as well as all records related to maintenance performed on the temporary traffic signal installations to the engineer.

*Append standard spec 661.5 with the following:*

(2) Payment for the Temporary Traffic Signals for Intersections bid item is full compensation for providing, operating, maintaining, and repairing the complete temporary installation; and for removal. Payment also includes the following:

1. Furnishing and installing the replacement equipment.
2. The cost of delivery and pick-up of the cabinet assemblies.
3. Removal of service and site restoration.

Payment is full compensation for drilling holes; furnishing and installing all materials, including bricks, and coarse aggregate; for excavation, bedding, and backfilling, including any sand or other required materials; furnishing and placing topsoil, fertilizer, seed, and mulch in disturbed areas; for properly disposing of surplus materials; for making inspections; and for cleaning up and properly disposing of waste.

### **34. Concrete Base Type 10 Special, Item SPV.0060.01.**

#### **A Description**

This special provision describes providing and installing special concrete bases conforming to standard spec 654.



## **B Materials**

*Modify standard spec 654.2 as follows:*

Contractor shall supply templates, anchor rods, nuts, and washers for installation as shown on the plans.

## **C Construction**

Construction of this item shall conform to standard spec 654.

Contact the City of Milwaukee sewer engineering five working days prior to excavating any concrete bases. Please contact Mr. Bob Brooks at (414) 286-3241 or Ms. Nancy Alvarado at (414) 286-2013 to confirm lateral clearance with sewer facilities.

## **D Measurement**

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

## **E Payment**

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

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

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

## **35. Poles Type 9, Item SPV.0060.02; Poles Type 12 Special, Item SPV.0060.03.**

### **A Description**

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

### **B.1 Materials for ID 2230-00-74 and ID 2984-04-71**

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

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

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

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

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

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

Provide a reinforced hand hole measuring 4 1/2 inches by 12 inches (115 mm by 305 mm) as the plans show. Locate the hand hole 18 inches (450 mm) from the bottom of the pole base to the center of the door.

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

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

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

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

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

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

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

## **B.2 Materials for ID 2984-04-71**

Apply a polyester powder coat electrostatically to all cleaned and treated surfaces to a uniform 8 mil thickness in a one-coat application. Cure the powder coat in a convection oven at a 400° F minimum temperature to form a high molecular weight fusion bonded finish. Alternate powder coat methods may be reviewed and tested on a case by case basis. However, no alternate coating method will be used unless the Engineer determines that the alternate is equal to the specified coating system. Measure coating thickness according to SSPC-PA-2-73T, "Measurement of Dry Paint Thickness with Magnetic Gauges", except that the lowest "single spot measurement" in an area of two square inches shall be not less than 7.0 mils.

The exterior coat shall pass 1,000 hours of salt spray exposure per ASTM B117 in a 5% Na Cl (by weight) solution at 95° F and 95% relative humidity without blistering. Before testing, scribe the panel with an "X" down to bare metal.

The poles shall be gloss black in color, unless otherwise indicated. Submit color sample to the Engineer for approval prior to fabrication. This color sample shall include the manufacturer's name and the manufacturer's color name as well as any other information required to purchase the same color for all pole accessories such as the arms, bracelets, and split pedestal bases.

### **C Construction**

Install poles as specified in the plan details and using appropriate contractor-furnished anchor bolts and hardware conforming to standard spec 657.2.2.6. Use the appropriate anchor bolt template to ensure correct installation. Secure pole to anchor assembly and document tensioning procedures conforming to standard spec 657.3.2 and provide completed copies of form DT2321 for each structure to the engineer for inclusion in the permanent record.

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

### **D Measurement**

The department will measure Poles Type 9 and Poles Type 12 Special as each individual pole, acceptably completed.

### **E Payment**

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

| ITEM NUMBER | DESCRIPTION           | UNIT |
|-------------|-----------------------|------|
| SPV.0060.02 | Poles Type 9          | EACH |
| SPV.0060.03 | Poles Type 12 Special | EACH |

Payment is full compensation for providing and installing poles including all hardware and fittings necessary to install the poles, for furnishing all excavation, for backfilling and for disposal of excess material.

## **36. Monotube Arms 30-FT, Item SPV.0060.04; Monotube Arms 35-FT, Items SPV.0060.05; Monotube Arms 25-FT, Item SPV.0060.23.**

### **A Description**

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

### **B Materials**

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

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

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

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

Furnish monotube arms conforming to the following:

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

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

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

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

Provide incidental Cable Traffic Signal as required under section C.

### **C Construction**

Install monotube arms as specified in the plan details and using appropriate contractor-furnished hardware conforming to standard spec 657.3.3.2.

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

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

#### **D Measurement**

The department will measure Monotube Arms 30-FT, 35-FT, and 25-FT as each individual arm, acceptably completed.

#### **E Payment**

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

| ITEM NUMBER | DESCRIPTION         | UNIT |
|-------------|---------------------|------|
| SPV.0060.04 | Monotube Arms 30-FT | EACH |
| SPV.0060.05 | Monotube Arms 35-FT | EACH |
| SPV.0060.23 | Monotube Arms 25-FT | EACH |

Payment is full compensation for furnishing and installing all materials, for providing high-strength bolt/nut/washer assemblies and DTI washers including those required for testing, and for providing related mounting hardware, leveling shims, incidental cabling, and other required components.

### **37. Fiberglass Polymer Concrete Pull Box 13-Inch X 24-Inch X 24-Inch, Item SPV.0060.06; Fiberglass Polymer Concrete Pull Box 17-Inch X 30-Inch X 24-Inch, Item SPV.0060.17.**

#### **A Description**

This special provision describes furnishing and installing fiberglass polymer concrete pull boxes.

#### **B Materials**

Furnish fiberglass/polymer concrete pull boxes of rectangular composite enclosure conforming to the following:

- Tier 15 Rating (15,000 lb Design Load) and (22,500 lb Test Load).
- Nominal 13 inches wide x 24 inches long x 24 inches total depth or 17 inches wide x 30 inches long x 24 inches total depth, as the plans show.
- Flared wall style #CHB132424 or #CHB173024 as by Highline Products or approved equal.
- Bolted cover with logo "Street Lighting" #CHC1324HL2 or #CHC173024HL2 as by Highline Products or approved equal. The pull box shall be listed and labeled by (UL) or other Nationally Recognized Testing Laboratory.

#### **C Construction**

Install the pull boxes according to standard spec 673.3 and as the plans show.

#### **D Measurement**

The department will measure Fiberglass Polymer Concrete Pull Box (size) as each individual pull box, acceptably completed.

#### **E Payment**

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

| ITEM NUMBER | DESCRIPTION   | UNIT |
|-------------|---|------|
| SPV.0060.06 | Fiberglass Polymer Concrete Pull Box<br>13-Inch X 24-Inch X 24-Inch | EACH |
| SPV.0060.17 | Fiberglass Polymer Concrete Pull Box<br>17-Inch X 30-Inch X 24-Inch | EACH |

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

### **38. Inlet Screen Type M, Item SPV.0060.07; Inlet Screen Type R, Item SPV.0060.10.**

#### **A Description**

This special provision describes furnishing, installing, and maintaining inlet screens.

#### **B Materials**

Use woven filtration geotextile fabric with the following physical properties:

| <u>Test</u>                            | <u>Method</u> | <u>Value</u>   |
|--|---------------|----------------|
| Grab Tensile Strength (lbs)            | ASTM D-4632   | 180 min.       |
| Mullen Burst (lbs/in <sup>2</sup> )    | ASTM D-3786   | 200 min.       |
| Equivalent Sieve Size                  | ASTM D-4751   | US No. 30 max. |
| Water Flow Rate (gpm/ft <sup>2</sup> ) | ASTM D-4491   | 140 min.       |
| Permittivity (Sec <sup>-1</sup> )      | ASTM D-4491   | 1.9 min.       |
| Permeability (cm/sec)                  | ASTM D-4491   | 0.14 min.      |

#### **C Construction**

##### **C.1 Installation**

Install inlet screens at the locations shown on the plans and as directed by the engineer.

Install a Type M screen at all inlet locations. If the inlet being protected has a side inlet box, seal the inlet box until inlet protection is no longer needed. Do not begin any other work until inlet screens are installed.

Install a Type R screen at all inlet locations and under the following scenarios:

- When it becomes necessary to remove a brick from a drainage structure in order to drain the subgrade filter screen.
- When the frame on a structure is removed or an opening occurs beneath the frame.

## **C.2 Maintenance**

Clean, make any necessary repairs, and maintain the inlet screens until the engineer accepts the work.

Completely clean out manholes and inlets into which dirt or other debris has fallen before the end of each work day.

Protect all erosion control measures protruding above the normal paved and/or ground surface where vehicular and/or pedestrian traffic is being maintained by barricades with flashing lights.

Inspect the inlet basket within 24 hours after each rainfall or daily during extended periods of precipitation. Make any necessary repairs immediately. Remove sediment deposits after each storm event or as often as the fabric becomes clogged.

Maintain inlet screens until the engineer has determined that the devices are no longer needed. Remove inlet screens, including all sediments contained within or on top of the screens.

Construction operations may be suspended by the engineer in the event that inlet screens are not cleaned, repaired, and maintained.

## **D Measurement**

The department will measure Inlet Screens Type M and Inlet Screens Type R as each individual inlet screen, 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.0060.07 | Inlet Screen Type M | EACH |
| SPV.0060.10 | Inlet Screen Type R | EACH |

Payment is full compensation for furnishing, installing, cleaning, repairing, and maintaining the inlet screens; and for removing erosion control devices.

## **39. Utility Line Opening (ULO), Item SPV.0060.08.**

### **A Description**

This special provision describes excavating to uncover utilities for the purpose of determining elevation or location and potential conflicts as shown on the plans or as directed by the engineer.

### **B (Vacant)**

### **C Construction**

Perform the excavation in such a manner that the utility in question is not damaged and the safety of the workers is not compromised.

Perform the utility line openings as soon as possible and at least 10 days in advance of proposed utility construction to allow any conflicts to be resolved with minimal disruption.

Give the engineer a minimum of three working days once utility line opening information is received to review all relevant design information prior to proposed utility construction. Where utilities are within 6 feet of each other at a potential conflict location, only one utility line opening will be called for. In these cases, a single utility line opening will be considered full payment to locate multiple utilities. Utility line openings include a trench up to 10 feet long as measured at the trench bottom, and of any depth required to locate the intended utility.

Approve and coordinate all utility line openings with the engineer. Notify the utility engineers or their agents of this work a minimum of three days prior to the work so they may be present when the work is completed.

Replace pavement over utility line opening trenches which are within the staged traffic area as directed by the engineer. Replace pavement and open to traffic within 24 hours of the excavation.

### **D Measurement**

The department will measure Utility Line Opening (ULO) as each individual utility line opening, 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.0060.08 | Utility Line Opening (ULO) | EACH |

Payment is full compensation for the excavation required to expose the utility line; backfilling with existing material removed from the excavation; compacting the backfill; restoring the site; and for cleanup.

Existing pavement, concrete curb, gutter, and sidewalk removals necessary to facilitate utility line openings are not considered part of or paid for under Utility Line Openings, but are considered separate and measured and paid for separately as removal items. Pavement replacement material, concrete curb, gutter, and sidewalk items will also be considered separate from Utility Line Openings and will be measured and paid for separately.



**40. Construction Staking Curb Ramps, Item SPV.0060.09.**

**A Description**

This special provision describes staking curb ramps where shown on the plans and according to the requirements of standard spec 650 and as hereinafter provided.

**B (Vacant)**

**C Construction**

Stake and provide supporting documentation to ensure the construction of American with Disability Act (ADA) compliant curb ramps per the Wisconsin Department of Transportation Facilities Development Manual Chapter 11, Section 46, Subject 10. Staking shall be according to grade locations shown on the plan sheets with adjustments, if required, to ensure ADA compliance.

**D Measurement**

The department will measure Construction Staking Curb Ramps as each individual curb ramp, acceptably completed.

**E Payment**

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

| ITEM NUMBER | DESCRIPTION                     | UNIT |
|-------------|---------------------------------|------|
| SPV.0060.09 | Construction Staking Curb Ramps | EACH |

Payment is full compensation for designing and staking curb ramps and providing all supporting documentation.

**41. Catch Basins Type 44A, Item SPV.0060.11; Catch Basins Type 44B, Item SPV.0060.12; Manhole Covers Type 58A, Item SPV.0060.13; Inlet Covers Type 57, Item SPV.0060.14.**

Furnish and install the catch basins, manhole covers, and inlet covers according to standard spec 611 and according to the plans.

**42. Adjusting Water Boxes, Item SPV.0060.15.**

**A Description**

This special provision describes adjusting, protecting, and maintaining accessibility, for the duration of the paving project, to all city water service boxes and water gate valve boxes located within the project limits.

**B Materials**

All material for the adjustment of these facilities will be provided by the City of Milwaukee by contacting Mr. Gil Taylor, Milwaukee Water Works, at (414) 708-9005 (or Mr. Dave Goldapp, Milwaukee Water Works at (414) 286-6301)). If there is contractor damage the

replacement materials will be provided by the City of Milwaukee; however, the contractor will be charged for all replacement materials. Materials furnished by the City of Milwaukee and not used on the project shall be delivered back to the Department of Public Works Field Headquarters – Infrastructure, Operations, Water Works at 3850 North 35th Street. Materials being returned shall be accompanied with a “surplus material” form completed by the engineer.

### **C Construction**

Adjust all water service boxes and water gate valve boxes within the project limits to proposed elevations.

The city will locate, mark, inspect and repair all water service boxes and water gate valve boxes within the limits of the project prior to commencement of work on the project.

Throughout the duration of the project, the contractor must ensure that all water service boxes and water gate valve boxes are adequately located and that all water appurtenances remain accessible for operation by city forces. Exercise caution working adjacent to water facilities to avoid damage and ensure accessibility.

Upon completion of the contract, the city will inspect all water facilities to ensure the water boxes and manholes are clean, properly aligned, and accessible. The contractor shall be responsible for making identified repairs and adjustments, and if any repairs or adjustments are made by the city, the cost will be charged to the contractor.

### **D Measurement**

The department will measure Adjusting Water Boxes as each individual water box adjustment, 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.0060.15 | Adjusting Water Boxes | EACH |

Payment is full compensation for furnishing all excavation, backfilling, disposal of surplus materials, adjusting, and restoration of the work site.

## **43. Water Main Protection, Item SPV.0060.16.**

### **A Description**

This special provision describes protecting existing water mains from newly constructed storm drainage facilities.

### **B Materials**

Furnish and install materials as shown on the plans.

### **C Construction**

Construct drainage structures, located above and across an existing water main, but utilizing materials and joints that are water tight. For all catch basins and inlets that have less than 24 inches out-to-out of vertical clearance the following protections shall be made:

- 1) The catch basins and inlets shall be altered to provide a minimum 18 inches of vertical clearance to the water mains or hydrant branches.
- 2) The catch basins and inlets shall be wrapped with 2 layers of 8 mil polyethylene around the base and extending 1 foot vertically on all sides of the drainage structure.

No structures will be allowed over the existing water main or hydrant branch with less than 18 inches of vertical out-to-out clearance. Alternate drainage structures shall be used to provide minimum sewer-water clearances required by Wisconsin DNR.

### **D Measurement**

The department will measure Water Main Protection as each individual water main protection, acceptably completed.

### **E Payment**

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

| ITEM NUMBER | DESCRIPTION           | UNIT |
|-------------|-----------------------|------|
| SPV.0060.16 | Water Main Protection | EACH |

Payment is full compensation for protecting existing water mains; and for furnishing all excavation, backfilling, disposal of surplus materials, and restoration of the work site.

## **44. Adjusting TES Manhole Covers, Item SPV.0060.18.**

### **A Description**

This special provision describes adjusting the existing chimney of the block, precast, or brick round manholes; furnishing, installing and removing protection of the cables in the manhole during adjustment operations. Perform work according to the standard specifications, as shown on the plans, and as hereinafter specified.

### **B Materials**

Furnish and install materials that conform to the requirements of standard spec 519. Salvage and reinstall existing covers on the manholes. The city will supply covers designated for replacement. Contact Ricardo Lopez, Inventory Clerk at (414) 286-6123 prior to obtaining the frames and lids from the DPW Field Headquarters at 3850 N. 35<sup>th</sup> Street. Submit the "Castings Requisitions Form" which shall be supplied by the city at the Preconstruction Meeting to obtain the covers.

Contractor use of steel cover plates are incidental to Adjusting TES Manhole Covers.

## **C Construction**

Report any pre-existing problems to Ms. Karen Roney of City Underground Conduits Section at (414) 286-3243 three working days in advance of any construction on manholes.

Before removing the pavement around the manhole, the contractor shall place a ¾-inch plywood cover or equal within the manhole over existing active Street Lighting, Traffic Control, Communication, or private vendor electrical cables. This cover shall be properly supported to/at the manhole floor.

Break out and remove pavement around manhole. Remove existing covers and store and secure them properly. Any damaged, lost, or stolen covers shall be the responsibility of the contractor and shall be replaced at the contractor's expense.

Remove existing chimney to surface of concrete roof slab. If manhole does not have an existing concrete roof slab, remove sufficient chimney as to provide adequate corbel to fit new cast iron frame and cover.

Take necessary precautions to prevent any construction debris from entering the manhole which may include the use of steel cover plates.

Adjust manhole covers to proposed grade using bricks or concrete rings as necessary. Completely underpin entire flange area of manhole frame with mortar, bricks and/or concrete rings. Remove wedges/shims. Fill voids with grout. Do not back plaster inside walls.

After completion of paving, remove the temporary ¾-inch plywood cover or equal which is over the existing electrical cables in the manhole as mentioned above.

Notify Ms. Karen Roney three working days in advance of completion of each manhole adjustment, for inspection and acceptance of work performed. The contractor will receive no payment until the above work is approved by the City Underground Conduits Section.

## **D Measurement**

The department will measure Adjusting TES Manhole Covers as each individual manhole cover, acceptably completed.

## **E Payment**

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

| ITEM NUMBER | DESCRIPTION                  | UNIT |
|-------------|------------------------------|------|
| SPV.0060.18 | Adjusting TES Manhole Covers | EACH |

Payment is full compensation for furnishing all required materials, exclusive of frames, grates, or lids available and designated for adjusting; for removing, reinstalling and adjusting the covers. Covers to be adjusted and which are rendered unfit for use by the contractor

through the contractor's operations will be replaced by the contractor in kind at the contractor's own cost and expense.

#### **45. Installing Conduit Into Existing Manhole, Item SPV.0060.19.**

##### **A Description**

This special provision describes locating existing conduit system manholes and installing new conduit into those manholes at the locations shown on the plans. The contractor shall verify existing conduit manhole locations with the City of Milwaukee, and shall maintain any existing conductors, fibers, and conduit paths without interruption or damage. Repair and restoration of all disturbed areas resulting from the work shall be according to the pertinent provisions of the standard specifications, and as hereinafter provided.

##### **B Materials**

Conduit is provided and paid for under other items in this contract. All materials shall conform to the pertinent provisions of the standard specifications unless otherwise noted.

##### **C Construction**

Carefully expose the outside of the existing structure without disturbing any existing conduits or cabling.

Drill the appropriate sized hole in a concrete structure or saw and remove full sections of block or bricks from the existing structure for the entering of conduit at a location within the structure that will not disturb the existing cabling and will not hinder the installation of new cabling within the installed conduit. This work may include the removal of the existing abandoned conduit from the structure to allow for the installation of the new conduits as indicated on the plans.

Fill any void area between the drilled hole and conduit with an engineer-approved filling material to protect against conduit movement and entry of fill material into the structure.

Carefully tamp backfill into place. Repair and restore all disturbed areas in kind.

##### **D Measurement**

The department will measure Installing Conduit Into Existing Manhole as each individual manhole, acceptably completed. Up to six conduits entering a structure per entry point into the existing structure will be considered a single unit. Conduits in excess of six, or conduits entering at significantly different entry points into the existing manhole will constitute multiple units.

##### **E Payment**

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

| ITEM NUMBER | DESCRIPTION                              | UNIT |
|-------------|--|------|
| SPV.0060.19 | Installing Conduit Into Existing Manhole | EACH |

Payment is full compensation for drilling holes; removing blocks: removing bricks: removing abandoned conduit; furnishing and installing all materials, including bricks, and coarse aggregate; for excavation, bedding and backfilling, including any sand or other required materials; furnishing and placing topsoil, fertilizer, seed, and mulch in disturbed areas; for disposal of surplus materials; and for making inspections.

**46. 4' Diameter Manhole Type TES, Item SPV.0060.20.**

**A Description**

The work under this item consists of a 4'-0" round manhole for the City of Milwaukee Underground Conduit Section at locations shown in the plans, according to standard spec 301, 611 and 501, and as hereinafter provided.

**B Materials**

Concrete and steel reinforcement shall conform to ASTM specification: C478 (latest edition), except that the single cage circumferential reinforcement in all vertical walls shall consist of lines of #6 steel wire spaced 3" horizontally and lines of #10 steel wire spaced 8" vertically located in the center of the wall.

Two lifting inserts for 1-1/2" diameter lifting eyes shall be cast in the wall of the base and all other riser sections except the top cap section.

Up to four 7/8" diameter galvanized steel 1-11/16" pulling-in eyes shall be cast in the wall of the base section directly across from each duct entrance.

Four 5/8" diameter plastic threaded cable rack bolt inserts shall be cast in the wall of the riser section.

Furnish a continuous circumferential Butyl Rubber gasket. Install the gasket on the wall joint of the base and riser section.

The number of pulling-in eyes and/or cable rack bolt inserts may vary. Additionally, the size, location, shape and number of duct entrances and/or knock-out area may vary. Unit price of manhole shall not vary for number of openings, pulling-in eyes and/or rack bolt inserts.

The city will supply a frame and lid for the manhole. Contact Mr. Ricardo Lopez, Inventory Clerk at (414) 286-6123 prior to obtaining the frame and lid from the DPW Headquarters at 3850 N. 35<sup>th</sup> Street. Submit the "Casting Requisition Form" which shall be supplied by the city at the Preconstruction Meeting.

For any questions on materials, contact Ms. Karen Roney at (414) 286-3243.

**C Construction**

Install 4' Diameter Manholes Type TES according to standard spec 611.3. Install the top of the roof deck at a standard depth of 18" below finished grade where possible. Install the top of the roof deck at a minimum depth of 12" below finished grade.

**D Measurement**

The department will measure 4' Diameter Manhole Type TES as 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.0060.20 | 4' Diameter Manhole Type TES | EACH |

Payment is full compensation for furnishing all excavation work and disposal of material; for, furnishing and installing all materials, including bricks, and coarse aggregate, bedding and backfilling, concrete forms, concrete placement, appurtenances, and backfilling.

**47. Sawing Concrete-Encased Duct Package, Item SPV.0060.21.****A Description**

The work under this provision consists of full depth sawing of cement encased multiple duct conduit below grade; and preparing sawed conduit ends to accept adaptor couplings needed to allow transition of new PVC conduit from existing clay, fiber or PVC conduit.

**B (Vacant)****C Construction****C.1 Equipment**

Use ring saw or concrete cutting chainsaw for all full-depth cuts. Use diamond blades. For encasements with less than 4 ducts, a high speed 16" construction saw may be used when approved by the engineer.

**C.2 Sawing Encasement**

Carefully expose the outside of the existing cement encasement. Verify that the conduit lines are free of all cabling. Saw a full depth transverse cut through the encasement. Saw straight cuts with the surface remaining vertical over its full depth. Hand chip concrete away from sawed conduit duct ends to allow transition fittings to be placed over the ends. Protect the exposed conduit from any damage. Any damaged conduit ends shall be the responsibility of the contractor and will require resawing at the contractor's expense.

**D Measurement**

The department will measure Sawing Concrete-Encased Duct Package as each individual cement-encased package, acceptably completed. Up to 6 conduits per cement encasement will be considered a single unit. Encasements in excess of 6 conduits will constitute multiple units.

**E Payment**

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

| ITEM NUMBER | DESCRIPTION                          | UNIT |
|-------------|--------------------------------------|------|
| SPV.0060.21 | Sawing Concrete-Encased Duct Package | EACH |

Payment is full compensation for sawing concrete encased duct packages full depth.

**48. Pedestrian Countdown Signal Face 12-Inch, Item SPV.0060.22.**

**A Description**

This special provision describes furnishing and installing Pedestrian Countdown Signal Face 12-Inch.

**B Materials**

Furnish a 12-Inch Pedestrian Countdown Signal Face according to standard spec 658. The product shall be a Leotek Countdown Pedestrian display model number TP12N-CD or pre-approved equivalent.

**C Construction**

Install Pedestrian Countdown Signal Face 12-Inch according to current City of Milwaukee Standards and standard spec 658.

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

**D Measurement**

The department will measure Pedestrian Countdown Signal Face 12-Inch as each individual signal face, 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.0060.22 | Pedestrian Countdown Signal Face 12-Inch | EACH |

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

**49. EVP Detector Head, Item SPV.0060.24; EVP Phase Selector Card, Item SPV.0060.25; EVP Confirmation Light Assembly, Item SPV.0060.26.**

**A Description**

Furnish and install Opticom detectors, phase selector cards, and confirmation lights according to current City of Milwaukee standards.



## **B Materials**

Furnish GTT Opticom #711 Detector, GTT Opticom 764 selector card, and a typical confirmation light assembly.

## **C Construction**

Install Opticom detector, phase selector card, and confirmation light assembly according to current City of Milwaukee Standards.

Install the EVP detector heads and confirmation light assemblies as shown on the plans. Use detector head mounting brackets provided by the manufacturer. Test sight distance in the field to determine the exact location and ensure that the range of detection is adequate and unobstructed. Terminate the EVP cable ends and install the discriminators and card rack in the cabinet.

## **D Measurement**

The department will measure EVP items as each individual EVP item, acceptably completed.

## **E Payment**

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

| ITEM NUMBER | DESCRIPTION                     | UNIT |
|-------------|---------------------------------|------|
| SPV.0060.24 | EVP Detector Head               | EACH |
| SPV.0060.25 | EVP Phase Selector Card         | EACH |
| SPV.0060.26 | EVP Confirmation Light Assembly | EACH |

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

## **50. 4-Inch Cement Encased Nonmetallic Conduit 6-Duct, Item SPV.0090.01, 5-Duct, Item SPV.0090.02, 4-Duct, Item SPV.0090.03, 3-Duct, Item SPV.0090.04, 2-Duct, Item SPV.0090.05, 1-Duct, Item SPV.0090.06.**

### **A Description**

This work consists of furnishing and installing cement encased multiple duct conduit packages below grade as shown on the plans and as hereinafter described.

### **B Materials**

#### **B.1 Conduit**

Furnish and install DB-60 polyvinyl chloride (PVC) conduit. Conduit will be accepted on the basis of a Manufacturer's Certificate of Compliance and WisDOT field inspection upon delivery.

PVC conduit and fittings shall conform to the requirements of Standard Specifications for Smooth-Wall Poly (Vinyl Chloride) (PVC) Conduit and Fittings for Underground Installation, ASTM Designation: F512 (latest edition).

### **B.2 Conduit Spacers**

Furnish and install nonmetallic interlocking base spacers and intermediate spacers that provide a 1" vertical and 1" horizontal separation between PVC pipes. The base spacers shall provide a 3" vertical separation from the trench bed to the bottom of the PVC pipes.

### **B.3 Conduit Bed**

Furnish and install a minimum 2" conduit bed of stone chips or crushed stone screenings conforming to the following:

#### **3/8-Inch Crushed Stone Chips**

| <u>Sieve Sizes</u> | <u>% Passing by Weight</u> |
|--------------------|----------------------------|
| 1/2"               | 100                        |
| 3/8"               | 90-100                     |
| No. 8              | 0-15                       |
| No. 30             | 0-3                        |

#### **Crushed Stone Screenings**

| <u>Sieve Sizes</u> | <u>% Passing by Weight</u> |
|--------------------|----------------------------|
| 1/2"               | 100                        |
| No. 4              | 75-100                     |
| No. 100            | 10-25                      |

### **B.4 Concrete**

Furnish a concrete mix type to encase the ducts as follows:

|                                    |          |
|------------------------------------|----------|
| Type I Cement                      | 280 lbs  |
| Fly Ash                            | 100 lbs  |
| Sharp Torpedo Sand                 | 3100 lbs |
| Water                              | 35 gals  |
| Chryso Air 260 or approved equal   | 2.0 ozs  |
| Chryso Plast 209 or approved equal | 7.0 ozs  |
| Air                                | 5%       |

Mix the materials to provide an approximate 3 inch slump.

### **B.5 Slurry Backfill**

Furnish aggregate slurry backfill consisting of No. 1 concrete aggregate Class 'C' concrete mix with the cement deleted.

|                          |           |
|--------------------------|-----------|
| Fly Ash (Class C)        | 75 lbs.   |
| Concrete Sand (Damp)     | 1830 lbs. |
| No. 1 Concrete Aggregate | 1830 lbs. |

Mix the materials with water to inundate the aggregate sufficiently to provide an approximate 3 inch slump. Deposit the mix in the trench directly from a concrete transit mix truck.

## **B.6 Pull Rope**

Furnish pull rope with the following specifications:

- Flat construction (7/16" to 5/8" wide)
- 100% woven aramid fiber (may include tracer wire)
- 1500 lbs. Minimum pull strength prelubricated sequential footage markings for location

For any questions on materials, contact Ms. Karen Roney at (414) 286-3243.

## **C Construction**

### **C.1 Excavation**

The excavation shall have the minimum or maximum dimensions shown on the plans and as follows:

| <b>Number of<br/>Ducts Wide</b> | <b>Minimum<br/>(Inches)</b> | <b>Maximum<br/>(Inches)</b> |
|---------------------------------|-----------------------------|-----------------------------|
| 1                               | 8 1/2                       | 11                          |
| 2                               | 14 1/8                      | 16 5/8                      |
| 3                               | 19 3/4                      | 22 1/4.                     |
| 4                               | 25 3/8                      | 27 7/8                      |
| 5                               | 31                          | 33 1/2                      |
| 6                               | 36 5/8                      | 39 1/8                      |
| 7                               | 42 1/4                      | 44 3/4                      |
| 8                               | 47 7/8                      | 50 3/8                      |

These minimum and maximum trench widths apply to standard 4 inch PVC electrical duct only. The excavation may be widened when approved by the engineer.

Sheath and brace open-cut trenches as required by code and as necessary to maintain safety.

The dimensions of the excavation will be governed by the number, configuration and the grade (cover) to which the conduit is to be installed as shown on the plan. The walls of the excavation shall be clean and true.

Prior to excavating trenches, expose the existing manhole and conduit lines. The object of this is to permit adjustments in line and grade to avoid special construction methods. Protect the exposed manhole and conduit from damage.

Lay the conduit at a depth so that sufficient protection from damage is provided.

The standard cover for mainline conduit is 39 inches and the minimum cover is 28 inches. Maintain the standard cover wherever possible. Any deviation less than the minimum cover requires the approval of the engineer.

Grade the trench to have a minimum pitch of three inches per 100 feet. When an obstruction is encountered in the trench and it is necessary to excavate a deeper trench than would otherwise be required, obtain the approval of the engineer prior to excavating the deeper trench.

In grading a trench for mainline conduit, there are three general practices for direction of pitch.

(a) When grading a trench in a street with a level grade, the high point of the trench bottom should ordinarily be centered between manholes and pitched downward equally toward each manhole.

(b) Where the street slopes in one direction, locate the high point of the trench bottom approximately 30 feet from the end wall of the higher manhole and grade toward both manholes.

(c) Where a steep grade is encountered, grade the trench at the minimum pitch from the end wall of the higher manhole to a point approximately 20 feet toward the lower manhole. From this point, follow the street grade at the standard cover to a point approximately 20 feet away from the end wall of the lower manhole. From this point, lay the remainder of the section at the normal pitch.

After the rough excavation is completed prepare the bottom of the trench to receive the conduit. Bring the conduit bed to the final grade by grading uniformly from the high point to the low or drainage points. Use stone chips or crushed stone screenings to grade the trench.

## **C.2 Placing of Duct**

Proceed with placing the ducts as soon as the conduit bed has been completed. Inspect all ducts before placing to see that the bores are clean and free from mud, sand, etc. Use only ducts with a smooth bore, free from burrs or rough projections. Smooth off burrs or other rough projections by rasping or scraping.

Place the duct on base spacers with the ends staggered so no two couplings are adjacent. If cut pieces are used, place the cut end at the manhole. Locate the base spacers within 2 feet of the end of each duct and one base spacer located in the middle of the duct.

Use full length pieces for the balance of the conduit line.

Formations of two ducts or more in height are to be carried forward in full formation, that is, as each tier of twenty foot lengths is laid, the next higher tier of ducts shall then be placed on the intermediate spacers. Place these intermediate spacers on top of the base spacers located within two feet from each duct end and one in the middle of each duct. Place the

intermediate spacers and ducts for the remaining tiers. Glue each length into the adjoining coupling. A twist and push on the duct being placed will suffice for a water tight joint. Exercise caution in the driving operation, so that neither the coupling nor the duct will be split or damaged in any way. After the full formation has been completed, place wood trench and duct bracing on the ducts to prevent shifting or floating while the concrete envelope is being placed and during driving operation.

This procedure shall be followed with succeeding lengths, providing spacers at the proper intervals, until sufficient trench footage of completed formation has been placed and is ready to receive concrete encasement.

The terminating point for mainline conduit will be the inside manhole wall. Install a standard end bell fitting flush with the wall on all duct access points.

Install a #10 copper tracer wire along and above the centerline of the duct for encasement in the concrete. The wire shall be 4 feet longer than the run of conduit and be at least 2 feet long at each access point.

Install a pull rope in each run of conduit, as laid. The rope shall be 4 feet longer than the run of conduit and shall be doubled back at least 2 feet at each raceway access point. Anchor the pull rope at each access point in a manner acceptable to the engineer.

### **C.3 Concrete Encasement**

Begin concrete encasement after sufficient conduit has been laid and the trench and duct have been inspected. The minimum concrete encasement of the ducts is 3 inches on the top, 2 inches on the sides, and 3 inches on the bottom. After placing, puddle the concrete with a splicing bar or similar tool so that complete duct encasement is accomplished. Remove wood braces used to keep the conduit from floating before the concrete sets completely and the resultant encasement voids filled with concrete.

Allow the concrete encasement to set for a minimum of 6 hours before backfilling is commenced.

### **C.4 Slurry Backfill**

Commence backfilling of the conduit immediately after the duct has been inspected, approved and has set to withstand the load.

An aggregate slurry as specified shall be used to backfill the concrete encased conduit. The trench shall be backfilled to the proposed or existing subgrade. The mix shall be deposited in the trench directly from a concrete transit mix truck.

## **D Measurement**

The department will measure 4-Inch Cement Encased Nonmetallic Conduit 6-Duct, 5-Duct, 4-Duct, 3-Duct, 2-Duct, and 1-Duct in length by the linear foot, acceptably completed. The quantity will equal the linear feet of encased duct, measured along the centerline of duct between ends of conduit. The City of Milwaukee will have final acceptance.

**E Payment**

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

| ITEM NUMBER | DESCRIPTION                                      | UNIT |
|-------------|--|------|
| SPV.0090.01 | 4-Inch Cement Encased Nonmetallic Conduit 6-Duct | LF   |
| SPV.0090.02 | 4-Inch Cement Encased Nonmetallic Conduit 5-Duct | LF   |
| SPV.0090.03 | 4-Inch Cement Encased Nonmetallic Conduit 4-Duct | LF   |
| SPV.0090.04 | 4-Inch Cement Encased Nonmetallic Conduit 3-Duct | LF   |
| SPV.0090.05 | 4-Inch Cement Encased Nonmetallic Conduit 2-Duct | LF   |
| SPV.0090.06 | 4-Inch Cement Encased Nonmetallic Conduit 1-Duct | LF   |

Payment is full compensation for furnishing the conduit, conduit bodies, conduit fittings, conduit spacers, end caps and trace wire; for excavating, sheathing, bracing, bedding, encasement and backfilling including any concrete, stone, aggregate slurry, bracing, or other related materials; for disposing of surplus materials; and for making inspections, for installing the conduit.

**51. Cable Type UF 2-14 AWG, Item SPV.0090.07.****A Description**

This special provision consists of furnishing and installing cable for confirmation lights and making all connections as shown on the plans and as hereinafter provided.

**B Materials**

Furnish Cable Type UF 2-14 AWG for emergency vehicle preemption confirmation light assemblies.

**C Construction**

*Replace standard spec 655.3.4(2) with the following:*

- (2) When lighting is installed in conjunction with traffic signals, conductors from the traffic signal control cabinet to the confirmation light(s) shall be Cable Type UF, 2 conductor without ground, solid copper conductor, size No. 14, from the traffic signal control cabinet to the pertinent light pole base or bases.

**D Measurement**

The department will measure Cable Type UF 2-14 AWG in length by the linear foot, acceptably completed.

**E Payment**

Cable Type UF 2-14 AWG will be paid for measured quantities at the contract unit price under the following bid item:

| ITEM NUMBER | DESCRIPTION            | UNIT |
|-------------|------------------------|------|
| SPV.0090.07 | Cable Type UF 2-14 AWG | LF   |

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

## **52. Concrete Curb & Gutter Integral 31-Inch, Item SPV.0090.08.**

### **A Description**

This special provision describes furnishing and installing integral concrete curb and gutter.

### **B Materials**

Furnish materials according to standard spec 601.

### **C Construction**

Construct the integral curb and gutter according to standard spec 601 and as the plans show.

### **D Measurement**

The department will measure Concrete Curb & Gutter Integral 31-Inch in length by the linear foot, acceptably completed. Measurement will be made along the flow line of the gutter.

### **E Payment**

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

| ITEM NUMBER | DESCRIPTION                             | UNIT |
|-------------|---|------|
| SPV.0090.08 | Concrete Curb & Gutter Integral 31-Inch | LF   |

Payment is full compensation for furnishing all foundation excavation and preparation, all special construction required at driveway and alley entrances or curb ramps, for providing all materials, including concrete, expansion joints; for placing, finishing, protecting, and curing; for sawing joints; and for disposing of surplus excavation materials, and restoring the work site. However, if the contract provides a bid item for excavation, then the department will pay for excavation required for this work as specified in the contract. Payment also includes providing tie bars in unhardened concrete. For tie bars provided in concrete not placed under the contract, the department will pay separately under the Drilled Tie Bars bid item as specified in standard spec 416.5.

## **53. Construction Staking Concrete Sidewalk, Item SPV.0090.09.**

### **A Description**

This special provision describes furnishing and setting construction stakes or control points, including all calculations required, necessary to establish the horizontal and vertical positions of the concrete sidewalk as shown on the plans. Perform this work according to the applicable provisions of standard spec 650 and as herein after provided.

### **B (Vacant)**

### **C Construction**

Obtain or calculate benchmark data, grades, and alignment from data in the plan and verify with the engineer prior to beginning the work. The engineer will furnish horizontal alignment, horizontal alignment ties and control point data. This work shall include reestablishing the plan horizontal roadway alignment, alignment ties, and control points.

Obtain approval from the engineer prior to beginning the work for methods of survey and prior to beginning the work. The degree of accuracy used in the survey work shall be consistent with third order, class II. Establish additional benchmarks and control points as necessary or as directed by the engineer. Check plan dimensions, alignment, and elevations for accuracy with existing field conditions. Immediately call to the engineer's attention any errors and apparent discrepancies for correction or interpretation prior to proceeding with the work.

Maintain neat, orderly and complete survey notes and computations used in establishing the lines and grades. Make the survey notes and computations available to the engineer within 24 hours upon request as the work progresses.

Place construction stakes for concrete sidewalk at intervals of 25 feet. A minimum of three stakes per cross section is required. Set and maintain as necessary additional stakes per cross section to achieve the required accuracy and to satisfy the contractors' method of operations. Set additional stakes as necessary to establish location and grade along intersecting road radii, vertical curves, horizontal curves, and curve transitions. Locate all construction stakes to within 0.25 feet of the true horizontal position and establish the grade elevation to within 0.01 feet of the true vertical position.

### **D Measurement**

The department will measure Construction Staking Concrete Sidewalk by the linear foot along each roadway centerline. When sidewalk occurs on both sides of the roadway, the quantity will be measured by the linear foot along the centerline of each side of the roadway.

### **E Payment**

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

| ITEM NUMBER | DESCRIPTION                            | UNIT |
|-------------|--|------|
| SPV.0090.09 | Construction Staking Concrete Sidewalk | LF   |

Payment is full compensation for furnishing all survey work necessary to locate and set all concrete sidewalk construction stakes including additional stakes per cross section set to achieve the required accuracy and to satisfy the contractors' method of operations including intersecting road radii, auxiliary lanes, vertical curves, horizontal curves, and curve transitions; and for resetting damaged or missing concrete sidewalk construction stakes.



**54. Fiber Optic Cable Outdoor Plant 72-CT, Item SPV.0090.10.**

**A Description**

This special provision describes furnishing and installing fiber optic cable.

**B Materials**

Furnish Prysmian Group Ultra Low Loss Fiber Cable, product number F-ETH1JKT-12-ES-072-ED.

Furnish a pull rope for use during installation of the fiber cable. The pull rope shall be rated for 1,800 lbs or greater of pull strength.

Furnish Carlon Riser-Gard 1" protective subduct, product number DF4X1C.

**C Construction**

Install and perform testing of the fiber optic cable according to standard spec 678.3.

**D Measurement**

The department will measure Fiber Optic Cable Outdoor Plant 72-CT by the linear foot, acceptably completed.

**E Payment**

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

| ITEM NUMBER | DESCRIPTION                           | UNIT |
|-------------|---------------------------------------|------|
| SPV.0090.10 | Fiber Optic Cable Outdoor Plant 72-CT | LF   |

Payment is full compensation for furnishing, installing, and testing the cable; and for furnishing all other incidentals necessary to complete the work.

**55. Vehicular Microwave Detection System (S. 31<sup>st</sup> St & W. Greenfield Ave), Item SPV.0105.01; (S. 21<sup>st</sup> St & W. Greenfield Ave), Item SPV.0105.02.**

**A Description**

This special provision describes furnishing and installing a vehicular microwave detection system at a signalized intersection.

**B Materials**

Furnish MS Sedco Intersector radar system or pre-approved equal, including detectors, cabling, mounting brackets, and other incidentals to make the system fully operational.

**C Construction**

Install the power and connector cabling, pole/arm mounting bracket, extension arm (if required) and detector as shown on the plans per the manufacturer's recommendations (the final determination of location will be made by the city's electrical personnel to ensure best

line of sight). City personnel will install the radar detection equipment in the traffic signal control cabinet with assistance from the vendor and contractor.

Install the power cable to run continuously (without splices) from the traffic signal cabinet to the handhole or base. Leave 10 feet of cable in each pull box. Install the radar manufacturer's connector cable from the camera to the handhole or base.

Mark each end of the lead appropriately to indicate the equipment label (i.e. RA1, RM1, etc.). Splice, solder and shrink wrap the power cable to the radar manufacturer's cable connection. Allow 3 feet of slack on each cable.

Notify the city upon completion of the installation of the cabling and radar at each intersection. Radar programming will be performed by the vendor with assistance from the city and the contractor when operation of the permanent signal begins.

Coordinate directly with the radar detection system vendor to arrange for the vendor to program the radar detection. Notify the city and vendor at least five (5) working days prior to the date of programming. The primary city contacts are Mr. Al Nichols, Traffic Operations Supervisor, (414) 286-3687 office, (414) 708-5148 mobile; or Mr. Joseph Blakeman, Traffic Control Engineer, (414) 286-8070.

#### **D Measurement**

The department will measure Vehicular Microwave Detection system (location) as a single lump sum unit for each microwave detection system, acceptably completed.

#### **E Payment**

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

| ITEM NUMBER | DESCRIPTION  | UNIT |
|-------------|--|------|
| SPV.0105.01 | Vehicular Microwave Detection System<br>(S. 31 <sup>st</sup> St & W. Greenfield Ave) | LS   |
| SPV.0105.02 | Vehicular Microwave Detection System<br>(S. 21 <sup>st</sup> St & W. Greenfield Ave) | LS   |

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

### **56. Install City-Furnished Traffic Signal Cabinet, Traffic Signal Controller, & Foundation (S. 31<sup>st</sup> St & W. Greenfield Ave), Item SPV.0105.03; (S. 21<sup>st</sup> St & W. Greenfield Ave), Item SPV.0105.04.**

#### **A Description**

This special provision describes the installing of a city-furnished traffic signal cabinet and controller and city-furnished pre-cast concrete base foundation for the traffic signal cabinet.

## **B Materials**

Use materials furnished by the city including: the traffic signal controller, traffic signal cabinet, and pre-cast concrete base. The city will provide notification at the preconstruction meeting of the Traffic Signal Cabinet vendor and provide the vendor's contact information.

Pick up the city furnished materials from the City of Milwaukee yard located at 1540 W. Canal Street. Contact traffic signal dispatch at (414) 286-3687 to coordinate pick up.

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

## **C Construction**

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

Install city-furnished items according to the plans. Plan changes must be approved the City of Milwaukee Electric Services Supervisor or Traffic Engineer. The primary contacts are Mr. Al Nichols, Traffic Operations Supervisor, (414) 286-3687 office, (414) 708-5148 mobile; or Mr. Joseph Blakeman, Traffic Control Engineer, (414) 286-8070.

## **D Measurement**

The department will measure Install City-Furnished Traffic Signal Cabinet, Traffic Signal Controller, and Foundation (location) as a single lump sum unit for each cabinet, controller, and foundation, acceptably completed.

## **E Payment**

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

| ITEM NUMBER | DESCRIPTION   | UNIT |
|-------------|---|------|
| SPV.0105.03 | Install City-Furnished Traffic Signal Cabinet, Traffic Signal Controller, & Foundation (S. 31 <sup>st</sup> St & W. Greenfield Ave) | LS   |
| SPV.0105.04 | Install City-Furnished Traffic Signal Cabinet, Traffic Signal Controller, & Foundation (S. 21 <sup>st</sup> St & W. Greenfield Ave) | LS   |

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

## **57. Concrete Pavement Joint Layout, Item SPV.0105.05.**

### **A Description**

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

**B (Vacant)**

**C Construction**

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

**D Measurement**

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

**E Payment**

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

| ITEM NUMBER | DESCRIPTION                    | UNIT |
|-------------|--------------------------------|------|
| SPV.0105.05 | Concrete Pavement Joint Layout | LS   |

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

**58. Colored Concrete Sidewalk 5-Inch, Item SPV.0165.01.**

**A Description**

This special provision describes furnishing and installing colored concrete sidewalk. Perform work conforming to standard spec 405, standard spec 602 and as hereinafter provided.

**B Materials**

Furnish one sample of the colored concrete at least 15 working days prior to the start of colored concrete sidewalk construction. The specified color is “brick red”, with a clear liquid release agent. Obtain final approval from Mr. Robert Viktora of the City of Milwaukee at (414) 286-3896.

Use grade A2 or grade A-FA concrete as specified in standard spec 501.2. All colored concrete must originate from the same batch plant.

**C Construction**

Pour concrete in one layer with full-depth integral color.

Colored concrete shall be installed by an experienced contractor who has installed a minimum of 30,000 square feet of colored concrete. Submit written documentation of colored concrete work to the engineer prior to the start of construction.

Use 1 to 4 mil. Polyethylene (plastic) for protection of all adjoining areas for Integral Color concrete.

Apply liquid color releases sparingly to colored surface. Allow 24 hours before removing excess release from the slab with garden hose.

Apply two coats of Decorative Sealer to completely dry slab or as per manufacturer's methods.

#### **D Measurement**

The department will measure Colored Concrete Sidewalk 5-Inch by the square foot, acceptably completed.

#### **E Payment**

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

| ITEM NUMBER | DESCRIPTION                      | UNIT |
|-------------|----------------------------------|------|
| SPV.0165.01 | Colored Concrete Sidewalk 5-Inch | SF   |

Payment is full compensation for furnishing and constructing colored concrete sidewalk.

### **59. Test Rolling, Item SPV.0170.01.**

#### **A Description**

This special provision describes the testing of the stability of the finished earth subgrade by rolling with a tri-axle dump truck, the restoration of any soft or yielding areas evidenced by the test rolling, and retesting as determined by the engineer.

#### **B Materials**

Fully load a tri-axle dump truck to within 3 tons of the vehicle legal load limit and provide a minimum gross vehicle weight of 30 tons. Uniformly inflate all tires to the pressure recommended by the manufacturer for the applicable wheel load.

#### **C Construction**

Completely compact and shape the subgrade to approximate grade and cross-section; but not yet staked for blue top grades for areas to be tested. Test roll at normal walking speed under the direction of the engineer.

Roll the earth subgrade at a width equal to the finished base course width. Make multiple passes throughout the length of the subgrade test area. Center each pass on a proposed lane or applicable shoulder. When the shoulder width is less than 8 feet, the engineer will determine the number and location of passes required such that any wheel track will be within 3 to 4 feet of the previous adjacent wheel track.

Repair and consolidate any soft or yielding areas or depressions evidenced under the action of the test rolling to withstand retesting. Excavate and replace any unstable material from the roadbed with Base Aggregate Dense 1 1/4-Inch or 3-Inch as directed by the engineer or as shown on the plans. Correct any yielding subgrade areas discovered during the test rolling

operations prior to blue top staking and finish grading operations. Perform corrective work according to the standard specifications.

#### **D Measurement**

The department will measure Test Rolling by the station acceptably completed. Measurement will be made along the roadway reference line in each construction stage that test rolling is required, as provided in the plan miscellaneous quantity table.

#### **E Payment**

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

| ITEM NUMBER | DESCRIPTION  | UNIT |
|-------------|--------------|------|
| SPV.0170.01 | Test Rolling | STA  |

Payment is full compensation for performing the test rolling; for any preparation of the subgrade, for retesting as determined by the engineer and for restoration of the subgrade.

### **60. Joint Sealing, Item SPV.0180.01.**

#### **A Description**

This special provision describes furnishing and installing sealant for expansion, hand-formed, sawed, bond, and construction joints in the concrete pavement.

#### **B Materials**

Furnish joint sealer that complies with the requirements of ASTM Designation D 3405. Joint sealer shall be composed of a mixture of materials that will form a resilient and adhesive compound capable of effectively sealing joints in concrete against the infiltration of moisture and foreign material throughout repeated cycles of expansion and contraction with temperature changes, and shall be of a mixture that will not flow from the joints or be picked up by vehicle tires at summer temperatures. The material shall be capable of being brought to a uniform pouring consistency suitable for completely filling the joints without inclusion of large air holes or discontinuities.

The joint sealer shall be elastic type but poured, and it shall be melted by indirect heat in suitable equipment provided with positive temperature control and mechanical agitation. The material shall not be damaged when heated to the temperature required for satisfactory pouring.

#### **C Construction**

Prior to the installation of the joint sealer, clean the pavement joint or crack of all foreign material. Completely remove the slurry resulting from the sawing operations from the joint by blowing it clean with compressed air (using a minimum air pressure of 80 psi).

Only apply the joint sealer when the atmospheric and concrete temperatures are both above 40° F.

## **D Measurement**

The department will measure Joint Sealing by the square yard of surface area of the joint sealed concrete pavement, 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.0180.01 | Joint Sealing | SY   |

Payment is full compensation for furnishing and applying the joint sealant; and for cleaning the concrete pavement joints.

## **61. Management of Solid Waste, Item SPV.0195.01.**

### **A General**

#### **A.1 Description**

This work applies to ID 2984-04-71.

This work will conform with the requirements of standard spec 205; to pertinent parts of the Wisconsin Administrative Code, Chapters NR 700-736 Environmental Investigation and “Remediation of Environmental Contamination; Wisconsin Administration Code, Chapters NR 500-538, Solid Waste; and as shown on the plans and as supplemented herein.

Contaminated soil classified as solid waste will be encountered within the construction limits. Impacted waste material excavated during construction which cannot in the opinion of the environmental consultant be managed as common excavation or as petroleum-contaminated solid will be managed as solid waste.

This work consists of excavating, segregating, temporary stockpiling, loading, hauling, and disposing of solid waste material at a WDNR-approved disposal facility. The nearest WDNR-approved disposal facilities are:

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

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

Provide information to the environmental consultant and engineer that indicates the WDNR-approved disposal facility that the contractor will use.

## **A.2 Notice to the Contractor – Solid Waste (Contaminated Soil) Locations**

The department and others completed hazardous materials assessment for locations within this project where excavation is required. Investigation for soil contamination was conducted at select locations. Results indicate that contaminated soil classified as solid waste is present at the following locations as shown on the plans:

Southeast corner at the intersection of W. McKinley Ave. and N. 6<sup>th</sup> St., 15.5' east of right-of-way and 10.0' north of right-of-way, from approximately 8' to at least 16.5' bgs. Soil at this location is contaminated with lead. Approximately 9 cubic yards (approximately 16 tons at an estimated 1.7 tons per cubic yard) of lead-contaminated soil will be excavated here for traffic light monotube installation.

Southwest corner at the intersection of W. National Ave. and S. 1<sup>st</sup> St., from approximately 6' to 8' below ground surface. Soil at this location contains non-exempt solid waste (foundry sand and slag). Approximately 4 cubic yards (approximately 7 tons at an estimated 1.7 tons per cubic yard) of soil containing foundry sand and slag will be excavated from this location for traffic light pole installation.

Northeast corner of the intersection of W. National Ave. and S. 1<sup>st</sup> St., from approximately 4' to 6' below ground surface. Soil at this location contains non-exempt solid waste (foundry sand and slag). Approximately 4 cubic yards (approximately 7 tons at an estimated 1.7 tons per cubic yard) of soil containing foundry sand and slag will be excavated from this location for traffic light pole installation.

Directly load solid waste excavated by the project at the above location into trucks that will transport the material to a WDNR-licensed landfill facility for landfill disposal.

## **A.3 Notice to the Contractor – Contaminated Soil Beyond the Construction Limits**

If obviously contaminated soils or other signs of NR 500 non-exempt solid waste and hazardous materials are unexpectedly encountered elsewhere on the project, terminate excavation activities in the area and notify the engineer. Examples of these unexpected conditions may include, but are not limited to, buried containers or tanks, noxious odors and fumes, stained soils, sheen on ground water, other industrial wastes, and significant volumes of municipal or domestic garbage.

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

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



#### **A.4 Excavation Management Plan Approval**

The excavation management plan for this project has been designed to minimize the off-site disposal of contaminated waste. 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, Waukesha, WI 53187-0798  
Phone: (262) 548-6705  
Fax: (262) 548-6891  
E-mail: [Andrew.Malsom@dot.wi.gov](mailto:Andrew.Malsom@dot.wi.gov)

#### **A.5 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) 879-1212  
Fax: (262) 879-1220  
E-mail: [bbergmann@trcsolutions.com](mailto:bbergmann@trcsolutions.com)

The role of the environmental consultant will be limited to:

Determining the location and limits of solid waste to be excavated based on soil analytical results from previous investigations, visual observations, and field screening of soil that is excavated;

Identifying soils to be hauled to the landfill facility;

- Documenting that activities associated with management of solid waste are in conformance with the solid waste management methods for this project as specified herein; and
- Obtaining the necessary approvals for disposal of solid waste from the landfill 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 area of solid waste described in A.2 to the environmental consultant. Identify the WDNR licensed landfill facility that will be used for disposal of solid waste, and provide this information to the environmental consultant no later than 30 calendar days prior to commencement of excavation in the impacted area or at the preconstruction conference, whichever comes first. The environmental consultant will be responsible for obtaining the necessary approvals from the landfill facility for disposal of the solid waste.

Coordinate with the environmental consultant to ensure that the environmental consultant is present during excavation in the impacted areas. Notify the environmental consultant at least three calendar days prior to commencement of excavation in the impacted area. Perform excavation in the impacted area on a continuous basis until excavation work is completed. Do not transport soil containing solid waste off-site without prior approval from the environmental consultant.

#### **A.6 Health and Safety Requirements**

*Supplement standard spec 107.1 with the following:*

During excavation activities, expect to encounter soil contaminated with regulated organic compounds 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 impacted area 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 impacted area to minimize the quantity of soil excavated.

The environmental consultant will periodically monitor soil excavated from the areas identified in A.2 above. 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 solid waste designated by the environmental consultant for off-site disposal to the WDNR approved landfill facility. Use loading and hauling practices that are appropriate to prevent any spills or releases of the material. Prior to transport, sufficiently dewater soils designated for off-site disposal so as not to contain free liquids.

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

During excavations in the areas of known contamination, larger chunks of clean concrete (~2 cubic feet), asphalt and bricks will be segregated from the fill, to the extent practical and managed as common excavation. Under NR 500.08 this material is exempt from licensing and requirements of Wisconsin Administrative Code NR 500-539-8 of the solid waste regulations, and will be reused as designated by the engineer as fill on the project, or it will be disposed of off site at the contractor's disposal site(s).

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

1. 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.
2. Ensure continuous dewatering and excavation safety at all times. Provide, operate, and maintain adequate pumping equipment and drainage and disposal facilities.

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

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

#### **D Measurement**

The department will measure Management of Solid Waste by the ton of waste accepted by the disposal facility and as documented by weight tickets.

#### **E Payment**

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

| ITEM NUMBER | DESCRIPTION               | UNIT |
|-------------|---------------------------|------|
| SPV.0195.01 | Management of Solid Waste | TON  |

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

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**ADDITIONAL SPECIAL PROVISION 1 (ASP 1)  
FOR TRANSPORTATION ALLIANCE FOR NEW SOLUTIONS (TrANS)  
PROGRAM EMPLOYMENT PLACEMENTS AND APPRENTICESHIPS**

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The Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU), Section 5204(e) – Surface Transportation Workforce Development Training and Education, provides for 100 percent Federal funding if the core program funds are used for training, education, or workforce development purposes, including “pipeline” activities. The core programs includes: Congestion Mitigation and Air Quality Improvement (CMAQ) Program, Highway Bridge Program (HBP), Interstate Maintenance (IM), National Highway System (NHS), and Surface Transportation Program (STP). These workforce development activities cover surface transportation workers, including OJT/SS programs for women and minorities as authorized in 23 U.S.C. §140(b).

*TrANS* is an employment program originally established in 1995 in Southeastern Wisconsin. Currently TrANS has expanded to include TrANS program locations to serve contractors in Southeast (Milwaukee and surrounding counties), Southcentral (Dane County and surrounding counties including Rock County), and most Northeastern Wisconsin counties from locations in Keshena, Rhinelander and surrounding far Northern areas. TrANS attempts to meet contractor’s needs in other geographic locations as possible. It is an industry driven plan of services to address the outreach, preparation, placement and retention of women, minorities and non-minorities as laborers and apprentices in the highway skilled trades. These candidate preparation and contractor coordination services are provided by community based organizations. For a list of the TrANS Coordinators contact the Disadvantaged Business Enterprise Office at (414) 438-4583 in Milwaukee or (608) 266-6961 in Madison. These services are provided to you at no cost.

### ***I. BASIC CONCEPTS***

Training reimbursements to employing contractors for new placements, rehires or promotions to apprentice of TrANS Program graduates will be made as follows:

- 1) **On-the-Job Training, Item ASP.1T0G, ASP 1 Graduate.** At the rate of \$5.00 per hour on federal aid projects when TrANS graduates are initially hired, or seasonally rehired, as unskilled laborers or the equivalent.

Eligibility and Duration: To the employing contractor, for up to 2000 hours from the point of initial hire as a TrANS program placement.

Contract Goal: To maintain the intent of the Equal Employment Opportunity program, it is a goal that 4 (number) TrANS Graduate(s) be utilized on this contract.

- 2) **On-the-Job Training, Item ASP.1T0A, ASP 1 Apprentice.** At the rate of \$5.00 per hour on federal aid projects at the point when an employee who came out of the TrANS Program is subsequently entered into an apprenticeship contract in an underutilized skilled trade (this will include the Skilled Laborer Apprenticeship when that standard is implemented).

Eligibility and Duration: To the employing contractor, for the length of time the TrANS graduate is in apprentice status.

Contract Goal: To maintain the intent of the Equal Employment Opportunity program, it is a goal that 3 (number) TrANS Apprentice(s) be utilized on this contract.

- 3) The maximum duration of reimbursement is two years as a TrANS graduate plus time in apprentice status.
- 4) If a TrANS program is not available in the contractor's area and another training program is utilized, payment of On-the-Job Training hours may be approved by the Wisconsin Department of Transportation (WisDOT) if the training program meets the established acceptance criteria. Only On-the-Job Training Hours accumulated after WisDOT approval will be reimbursed as specified under Items ASP.1T0G and ASP.1T0A. For more information, contact the Disadvantaged Business Enterprise Office at the phone numbers listed above.
- 5) WisDOT reserves the right to deny payments under items ASP.1T0G and ASP.1T0A if the contractor either fails to provide training or there is evidence of a lack of good faith in meeting the requirements of this training special provision.

## ***I. RATIONALE AND SPECIAL NOTE***

The \$5.00 per hour now being paid for TrANS placements is intended to cover the duration of two years to allow for reaching entry-level laborer status. An additional incentive, the \$5.00 rate, would promote movement into the underutilized skilled trades' apprenticeships and applies until the individual completes their apprenticeship. These incentives benefit TrANS candidates by giving them a better opportunity to enter a skilled trade; benefits contractors who will be assisted in meeting their EEO profiles and goals; and benefits the public who will see the program reinforce larger public-private employment reform in Wisconsin. The pool of TrANS graduates was created for the purpose of addressing underutilization in the skilled trades, an objective that is further reinforced by a parallel retention pilot program, known as the Companywide Reporting. *Whether or not reimbursement is involved, the WisDOT reassures contractors who are in the Companywide Program that TrANS placements still contribute toward fulfilling the new hire goal of 50% women and minorities.* Based on data administered by United States Department of Labor (US DOL), the highway skilled trades remain underutilized for women statewide (less than 6.9%); and for minorities in all counties (% varies by county).

NOTE: *Unless using other advancement strategies, contractors are encouraged to use some or all of this monetary incentive to offset the cut in hourly wages an individual may incur when entering an apprenticeship if the full general laborer hourly rate has been previously paid. No special accounting measures are required.*

## ***II. IMPLEMENTATION***

The implementation of ASP 1 is intended to cover only the amount of time it takes for underutilization to be resolved across the trades. This will be measured annually at the county and/or state levels using data administered by WisDWD in relation to goals set by the USDOL-

OFCCP. With appropriate state and federal approvals, we may also do some measurement at the company level.

It is the contractor's responsibility to note on their Certified Payrolls if their employee is a TrANS graduate or a TrANS apprentice. The District EEO Coordinators utilize the information on the Certified Payrolls to track the hours accumulated by TrANS Graduates and TrANS apprentices on WisDOT contracts. Payment under this ASP 1 is made based on the hours recorded off of the Certified Payrolls. Tracking may eventually include improved linkages with the WisDWD apprentice database, information from company and committee level sources.

TrANS is nondiscriminatory by regulation, and is a tool for optional use by contractors to address the underutilization of women and minorities as laborers and apprentices in our industry's skilled trades.

#### **IV. TRANS TRAINING**

As part of the contractor's equal employment opportunity affirmative action program, training shall be provided to employees enrolled in apprenticeship and on-the-job training programs as follows:

The contractor shall provide on-the-job training aimed at developing full journey workers in the type of trade or job classifications involved. In the event the contractor subcontracts a portion of the contract work, the contractor shall determine how many, if any, of the trainees are to be trained by the subcontractor provided, however, that the contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The contractor shall also insure that this training special provision is made applicable to such subcontract.

Training and upgrading of minorities and women toward journey workers status is a primary objective of this training special provision. Accordingly, the contractor shall make every effort to enroll minority trainees and women (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority trainees and women trainees); to the extent such persons are available within a reasonable area of recruitment. The contractor will be given an opportunity and will be responsible for demonstrating the steps that they have taken in pursuance thereof, prior to determination as to whether the contractor is in compliance with this training special provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee in any classification in which they have successfully completed a training course leading to journey workers status or in which they have been employed as a journey worker. The contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used, the contractor's records should document the findings in each case.

#### **V. APPRENTICESHIP TRAINING**

The Federal Highway Administration's (FHWA) policy is to require full use of all available training and skill improvement opportunities to assure increased participation of minority groups, disadvantaged persons and women in all phases of the highway construction industry. The FHWA On-the-Job Training (OJT) Program requires the State transportation agencies (STAs) to establish apprenticeships and training programs targeted to move women, minorities, and disadvantaged individuals into journey-level positions to ensure that a competent workforce is available to meet highway construction hiring needs, and to address the historical underrepresentation of members of these groups in highway construction skilled crafts.

The OJT Supportive Services (OJT/SS) Program was established in Title 23 Code of Federal Regulations (CFR), Part 230) to supplement the OJT program and support STA training programs by providing services to highway construction contractors and assistance to highway construction apprentices and trainees. The primary objectives of OJT/SS are:

- (1) To increase the overall effectiveness of the State highway agencies' approved training programs.
- (2) To seek other ways to increase the training opportunities for women, minorities, and disadvantaged individuals.

The STAs are responsible for establishing procedures, subject to the availability of Surface Transportation and Bridge Funds under 23 U.S.C. §140(b) (Nondiscrimination), for the provision of supportive services with respect to training programs approved under 23 CFR, Part 230(a) (Equal Employment Opportunity on Federal and Federal-aid Construction Contracts – including Supportive Services).

The contractor and subcontractor shall maintain records to demonstrate compliance with these apprenticeship requirements. Reasonable exemptions and modifications to and from any or all of these requirements will be determined by the Wisconsin Department of Transportation-Civil Rights Office. A request for an exemption or modification, with justification, shall be made in writing, addressed to WisDOT Civil Rights Office, 4802 Sheboygan Avenue, P.O. Box 7965, Rm. 451, Madison, WI 53707.

## ADDITIONAL SPECIAL PROVISION 3

### DISADVANTAGED BUSINESS ENTERPRISE [DBE] PROGRAM IMPLEMENTATION

#### 1. Description

- a. The federal DBE program requirements outlined in the Code of Federal Regulations at 49 CFR Part 26 apply to this Wisconsin Department of Transportation contract. WisDOT is a recipient of federal funds and this contract includes federal funds. United States Department of Transportation Federal DBE Program requires the following provisions:
  - (1) Pursuant to the federal DBE program regulation at 49 CFR Part 26, a contractor's failure to comply with any provision of the DBE regulations will be considered a material breach of contract. This is non-negotiable. If a contractor fails to carry out the DBE program and Title VI nondiscrimination requirements of its contracts, the following sanctions will be assessed depending upon the facts, reasoning, severity and remedial efforts of the contractor: termination of contract, withholding payment, assessment of monetary sanctions, assessment of liquidated damages and/or suspension/debarment proceedings that may result in the disqualification of the contractor from bidding for a designated period of time.
  - (2) The contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains the federal fund recipient's [DOT] written consent. Unless [WisDOT] consent is provided, the contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.
- b. The Wisconsin Department of Transportation [WisDOT] is committed to the compliant administration of the DBE Program. Each WisDOT Secretary affirms this commitment with his/her signed assurance.  
<http://wisconsindot.gov/Documents/doing-bus/civil-rights/dbe/policy-statement.pdf>
  - (1) The department encourages the contractor to assist and develop DBE firms to become fully knowledgeable contractors to successfully perform on its contracts. Under the contract, the contractor agrees to provide the assistance to participating DBE's in the following areas:
    - i. Produce accurate and complete quotes.
    - ii. Understand highway plans applicable to their work.
    - iii. Understand specifications and contract requirements applicable to their work.
    - iv. Understand contracting reporting requirements.
  - (2) Wisconsin DOT identifies the assigned DBE goal in its contract advertisements and posts the contract DBE goal on the cover of the bidding proposal. The contractor can meet the assigned, specified contract DBE goal by subcontracting work to a DBE or by procuring services or materials from a DBE. The department calculates the DBE participation as the dollar value of DBE participation included in the bid expressed as a percentage of the total contract bid amount.
  - (3) For more comprehensive information on the disadvantaged business program, visit the department's Civil Rights and Compliance Section website at:  
<http://wisconsindot.gov/Pages/doing-bus/civil-rights/dbe/default.aspx>



## 2. Definitions

Interpret these terms, used throughout this additional special provision, as follows:

- a. **Bid Percentage:** The DBE percentage indicated in the bidding proposal at the time of bid.
- b. **DBE:** A small business certified as disadvantaged business enterprise (DBE) under the federal DBE program and included on the Wisconsin UCP DBE Directory deemed ready, willing and able.
- c. **DBE goal:** The amount of DBE participation expected in the contract as shown on the cover of the Highway Work Proposal.
- d. **Manufacturer:** A firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract.
- e. **Supplier:** A firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment required under the contract are bought, kept in stock, and regularly sold or leased to the public.
- f. **Voluntary Achievement:** The amount of DBE participation achieved and reported in the contract in excess of the assigned goal.

## 3. DBE Percentage Required at Bid Submission

Indicate the bid percentage (i.e. 0% through 100%) of DBE participation on the completed bidding proposal. For electronic submittals, show the percentage in the miscellaneous data folder, Item 3, DBE Percent. For paper submittals, show the percentage on the sheet included after the schedule of items. By submission of the bid, the bidder contractually commits to DBE participation at or above the bid percentage, or certifies that they have utilized comprehensive good faith efforts to solicit and utilize DBE firms to meet the DBE participation requirements of this contract proposal, and that the bid percentage is reflective of these good faith efforts. The bid percentage should demonstrate the efforts of the prime contractor prior to bid. If the bidder does not indicate the bid percentage of DBE participation on the completed bidding proposal, the department will consider the bid irregular and may reject the bid.

## 4. WisDOT Interpretation of Federal DBE Program Provision

Prime contractors must utilize the specific DBEs listed to perform the work and/or supply the materials for which each is listed on the Commitment to Subcontract to DBE Form [DT1506] and approved by WisDOT's DBE office to execute its contract. The approved Commitment to Subcontract to DBE Form [DT1506] becomes a contract document/record.

### a. Department's DBE Evaluation Process

WisDOT evaluates DBE using the Commitment to Subcontract to DBE, payments to subcontractors and contract documentation. The prime contractor shall list the specific DBE certified firms and items of work s/he intends to use toward the fulfillment of the assigned DBE contract goal. The prime contractor receives DBE credit for payments made to the DBE firms performing the work listed on the approved Form DT1506.

### b. Documentation Submittal

The contractor is to identify, by name, the DBE firms whose utilization is intended to satisfy this provision, the items of work of the DBE subcontract or supply agreement and the dollar value of those items of work by completing the Commitment to Subcontract to DBE Form [DT1506]. Effective January 1, 2017, the contractor will be required to submit the documentation within 5 business days after bid opening. All necessary supporting documentation including Attachment 'A' forms and/or Good Faith Efforts Form

[DT1202] must be submitted no later than 2 business days from contractor's initial submission of the DT 1506. The contractor must provide a signed Attachment 'A' form to the DBE office within the time limit in order to receive authorization for contract execution; the DBE office reserves the right accept alternate documentation in lieu of the signed form in extenuating circumstances. Documentation must be submitted to the DBE Office by email at [DBE\\_Alert@dot.wi.gov](mailto:DBE_Alert@dot.wi.gov) ([DBE\\_Alert@dot.wi.gov](mailto:DBE_Alert@dot.wi.gov)) or by postal mail ATTN: DBE Office, PO Box 7965, Madison, WI 53707-7965.

(1) **Bidder Meets DBE Goal**

If the bidder indicates that the contract DBE goal is met, after award and before execution, the department will evaluate the Commitment to Subcontract to DBE Form DT1506 and attachment A(s) to verify the actual DBE percentage calculation. If the DBE commitment is verified, the contract is eligible for execution with respect to the DBE commitment.

(2) **Bidder Does Not Meet DBE Goal**

- i. If the bidder indicates a bid percentage on the Commitment to Subcontract to DBE Form [DT1506] that does not meet the contract DBE goal, the bidder must submit a Good Faith Efforts Form [DT1202] and supporting documentation. After award and before execution, the department will evaluate the bidder's DBE commitment and consider the bidder's good faith efforts submission.
- ii. The department will evaluate the bidder's good faith effort request and notify the bidder of one of the following:
  - (a) If the department grants a good faith efforts, the bid is eligible for contract execution with respect to DBE commitment.
  - (b) If the department rejects the good faith efforts request, the department may declare the bid ineligible for execution. The department will provide a written explanation of why the good faith efforts request was rejected. The bidder may appeal the department's rejection as allowed under 7 a. & b.

c. **Bidder Fails to Submit Documentation**

If the contractor fails to furnish the Commitment to Subcontract to DBE Form [DT1506] within the specified time, the department may cancel the award. Delay in fulfilling this requirement is not a cause for extension of the contract time and shall not be used as a tool to delay execution.

## 5. Department's Criteria for Good Faith Effort

Appendix A of 49 CFR Part 26, is the guiding regulation concerning good faith efforts. However, the federal regulations do not explicitly define "good faith" but states that bidder must actively and aggressively attempt to meet the goal. The federal regulations are general and do not include every factor or effort that can be considered. As a result, each state must establish its own processes and consider the factors established in its own practices to create a process for making a determination of adequate good faith. WisDOT evaluates good faith on a contract basis just as each contract award is evaluated individually.

The department will only approve a contractor's good faith efforts if the bidder has made the effort, given the relevant circumstances under the contract that a bidder actively and aggressively seeking to meet the goal would make. The department will evaluate the bidder's good faith effort to determine whether a good faith efforts will be granted. The bidder must demonstrate, on the DT1202 that they have aggressively solicited DBE participation in an attempt to meet the contract DBE goal and attaining the stated DBE goal is not feasible.

- a. The department, in conjunction with industry stakeholders, has developed the following guidance for contractor good faith effort. The guidance and the attached appendices provide a framework for the actions required by all parties in the processing and evaluation of bidder's total efforts to achieve the project specific DBE goal prior to the bid letting date.

## b. Prime Contractors should:

- (1) Document all efforts and decisions made toward achieving the DBE goal on the contract. The bidder should use the Civil Rights & Compliance System [CRCS] and related WisDOT- approved DBE outreach tools, including the Bid Express Small Business Network, to foster DBE participation on all applicable contracts.
- (2) Prime contractors may request assistance with DBE outreach and follow-up by contacting the department's DBE Support Services Office by phone or email request at least 14 days prior to the bid letting date. Requesting assistance with outreach is not a decisive factor in the review Good faith effort evaluation. Phone numbers are 414-438-4584 and/or 414-659-0487; Fax: 414-438-5392; E-mail: [DOTDBESupportServices@dot.wi.gov](mailto:DOTDBESupportServices@dot.wi.gov).
- (3) Request quotes by identifying potential items to subcontract and solicit. Prime contractors are strongly encouraged to include in their initial contacts a single page including a detailed list of items for which they are accepting quotes, by project, within a letting. *See attached sample entitled "Sample Contractor Solicitation Letter" in Appendix A.* Prime contractors should also indicate a willingness to accept quotes in areas they are planning to perform themselves, as required by federal rules. In some cases, it might be appropriate to use DBE's to do work in a prime contractor's area of specialization.
  - i. Solicit quotes from certified DBE firms who match 'possible items to subcontract' using all reasonable and available means. Additionally, forward copies of solicitations highlighting the work areas for which you are seeking quotes to [DOTDBESupportServices@dot.wi.gov](mailto:DOTDBESupportServices@dot.wi.gov).
  - ii. SBN is the preferred outreach tool. <https://www.bidx.com/wi/main>. Other acceptable means include postal mail, email, fax, phone call.
    - (a) Primes must ask DBE firms for a response in their solicitations. See *Sample Contractors Solicitation Letter* in Appendix. This letter can be included as an attachment to the SBN sub-quote request.
    - (b) Solicit quotes at least 10 calendar days prior to the letting date, at least two Fridays before the letting, to allow DBE firms sufficient time to respond. Prime contractors should contact DBE firms early, asking if they need help organizing their quote, assistance confirming equipment needs, or other assistance supporting their submission of a competitive quote for their services.
    - (c) Second solicitation should take place within 5 calendar days. Email and SBN are the preferred delivery of the follow-up solicitation.
  - iii. Upon request, provide interested DBE firms with adequate information about plans, specifications and the requirements of the contract by letter, information session, email, phone call and/or referral.
  - iv. When potential exists, the contractor should advise interested DBE firms on how to obtain bonding, line of credit or insurance if requested.
  - v. Document DBE firm's interest in quoting by taking appropriate steps to follow up initial solicitation with:
    - (a) Email to all prospective DBE firms in relevant work areas.
    - (b) Phone call log to DBE firms who express interest via written response or call.
    - (c) Fax/letter confirmation
    - (d) Signed copy of Bid Express SBN Record of Subcontractor Outreach Effort.

c. Evaluate DBE quotes Documentation is critical if a prime does not utilize the DBE firm's quote for any reason.

- (1) Evaluate DBE firm's capability to perform 'possible items to subcontract' using legitimate reasons, including but not limited to, **a discussion with the DBE firm** regarding its capabilities prior to the bid letting. If lack of capacity is your reason for not utilizing the DBE quote, you are required to contact the DBE by phone and email regarding their ability to perform the work indicated in the UCP directory listed as their work area by NAICS code. Only the work area and/or NAICS code listed in the UCP directory can be counted toward DBE credit. Documentation of the conversation is required.
- (2) In striving to meet an assigned DBE contract goal, prime contractors are expected to use DBE quotes that are responsive and reasonable. This includes DBE quotes that are not the low quote.

- (3) **Special Circumstance** - Evaluation of DBE quotes with tied bid items. "Tied quotes are the condition in which a subcontractor submits quotes including multiple areas of expertise across multiple work areas noting that the items and price are tied. Typically this type of quoting represents a cost saving to the prime but is not clearly stated as a discount; tied quotes are usually presented as 'all or none' quote to the prime." When non-DBE subcontractors submit tied bid items in their quotes to the prime, the DBE firms' quote may seem not competitive. In such a case, the following steps are taken in comparing the relevant quotes. These are qualitative examples.
- i. Compare bid items common to both quotes, noting the reasonableness in the price comparison.
  - ii. Review quotes from other firms for the bid items not quoted by the DBE firm to see if combining both can provide the same competitive advantage that the tied bid items offered.
- d. Immediately after notification of contract award, the prime submits all **'Commitment to Subcontract'** forms to the DBE Office. Prime contractor has 5 days to submit the completed form for the DBE firms it intends to use on the contract for DBE credit. If the goal is not met in full, the prime contractor must provide the following information along with WisDOT form DT1202: Certificate of Good Faith Efforts.
- (1) The names, addresses, e-mail addresses, telephone numbers of DBE's contacted. The dates of both initial and follow-up contact.
  - (2) A description of information provided to the DBE's regarding the plans, specifications, and estimated quantities for portions of the work to be performed by that DBE.
  - (3) Photocopies or electronic copies of all written solicitations to DBE's. A printed copy of SBN solicitation is acceptable.
  - (4) Documentation of each quote received from a DBE and, if rejected, the reason for that rejection.
  - (5) Bidder attendance at any pre-solicitation or pre-bid meetings the department held to inform DBE's of participation opportunities available on the project.

The prime contractor must obtain written consent from the DBE Office to change or replace any DBE firm listed on the approved Commitment to Subcontract to DBE Form [DT1506]. If the prime contractor utilizes another contractor, including the use of its own workforce, to perform the work assigned to a DBE on the approved DT1506, the prime contractor will not be entitled to payment for that work. Any changes to DBE after the approval of the DT1506 must be reviewed and approved by the DBE office prior to the change.

## 6. Use of Joint Checks

*The use of joint checks is allowable if it is a commonly recognized business practice in the material industry. A joint check is defined as a two-party check between a DBE, a prime contractor and the regular dealer of materials supplier who is neither the prime nor an affiliate of the prime. Typically, the prime contractor issues one check as payor to the DBE subcontractor and to the supplier jointly (to guarantee payment to the supplier) as payment for the material/supplies used by the DBE in cases where the prime has submitted the DBE and material for DBE credit. The DBE subcontractor gains the opportunity to establish a direct contracting relationship with the supplier to potentially facilitate a business rapport that results in a line of credit or increased partnering opportunities.*

The cost of material and supplies purchased by the DBE is part of the value of work performed by the DBE to be counted toward the goal. To receive credit, the DBE must be responsible for negotiating price, determining quality and quantity, ordering the materials, and installing (where applicable) and "paying for the material itself." See 49 CFR 26.55(c)(1).

The approval to use joint checks constitutes a commitment to provide further information to WisDOT, upon request by staff. WisDOT will allow the use of joint checks when the following conditions are met:

- a. The Prime must request permission to use joint checks from the DBE Office by submitting the Application to Use Joint Checks.
  - (1) Request should be made when the DBE Commitment form or Request to Sublet is submitted; the request will not be considered if submitted after the DBE Subcontractor starts its work.
  - (2) Approval/Permission must be granted prior to the issuance of any joint checks.
  - (3) The payment schedule for the supplier must be presented to the DBE office before the first check is issued.
  - (4) The joint check for supplies must be strictly for the cost of supplies.
- b. DBE subcontractor is responsible to furnish and/or install the material/work item. The DBE subcontractor shall not be an 'extra participant' in the transaction; the DBE's role in the transaction cannot be limited solely to signing the check(s) to release payment to the material supplier. At a minimum, the DBE subcontractor's tasks should include the following.
  - (1) The DBE subcontractor (not the prime/payor) negotiates the quantities, price and delivery of materials;
  - (2) The DBE subcontractor consents to sign/release the check to the supplier by signing the Application to Use Joint Checks after establishing the conditions and documentation of payment within the subcontract terms or in a separate written document.
- c. The Prime contractor/payor acts solely as a guarantor,
  - (1) The prime agrees to furnish the check used for the payment of materials/supplies under the contract.
  - (2) The prime contractor/payor cannot require the subcontractor to use a specific supplier or the prime contractors negotiated unit price.

## 7. Bidder's Appeal Process

- a. A bidder can appeal the department's decision to deny the bidder's good faith effort submission. The bidder must provide written documentation refuting the specific reasons for rejection as stated in the department's rejection notice. The bidder may meet in person with the department if so requested. Failure to appeal within 7 calendar days after receiving the department's written denial notice of a good faith effort evaluation constitutes a forfeiture of the bidder's right of appeal. A contract cannot be executed without documentation that the DBE provisions have been fulfilled.
- b. The department will appoint a representative, who did not participate in the original determination, to assess the bidder's appeal. The department will issue a written decision within 5 calendar days after the bidder presents all written and oral testimony. In that written decision, the department will explain the basis for finding that the bidder did or did not meet the contract DBE goal or make an adequate good faith effort to meet the contract DBE goal. The department's decision is final. If the department finds that the bidder did not meet the contract DBE goal or did not make adequate efforts to meet the DBE goal, the department may declare the bid ineligible for execution.

## 8. Department's Criteria for DBE Participation

### Directory of DBE firms

- a. The only resource for DBE certified firms certified in the state of Wisconsin is the Wisconsin Unified Certification Program [UCP] DBE List. Wisconsin Department of Transportation maintains a current list of certified DBE firms titled Wisconsin UCP DBE Directory on the website at:  
<http://wisconsin.gov/Documents/doing-bus/civil-rights/dbe/dbe-ucp-directory.xlsx>
- b. The DBE office is also available to assist at 414-438-4583 or 608-267-3849.

## 9. Counting DBE Participation

### Assessing DBE Work

- a. The department will only count the DBE usage towards the contract DBE goal if the DBE firm is certified as a DBE by one of the unified certification program agencies. If a firm becomes DBE certified before entering into a subcontract, the department may consider that DBE usage towards the contract goal. The department only counts the value of the work a DBE actually performs towards the DBE goal. The department assesses the DBE work as follows:
- b. The department counts work performed by the DBE's own resources. The department includes the cost of materials and supplies the DBE obtains for the work. The department also includes the cost of equipment the DBE leases for the work. The department will not include the cost of materials, supplies, or equipment the DBE purchases or leases from the prime contractor or its affiliate, except the department will count non-project specific leases the DBE has in place before the work is advertised.
- c. The department counts fees and commissions the DBE charges for providing a bona fide professional, technical, consultant, or managerial services. The department also counts fees and commissions the DBE charges for providing bonds or insurance. The department will only count costs the engineer deems reasonable based on experience or prevailing market rates.
- d. If a DBE subcontracts work, the department counts the value of the subcontracted work only if the DBE's subcontractor is also a DBE.
- e. The contractor shall maintain records and may be required to furnish periodic reports documenting its performance under this item.
- f. It is the prime contractor's responsibility to determine whether the work that is committed and/or contracted to a DBE certified firm can be counted for DBE credit by referencing the work type and NAICS code listed for the DBE firm on the Wisconsin UCP DBE Directory.
- g. It is the prime contractor's responsibility to assess the DBE firm's ability to perform the work for which s/he is committing/contracting the DBE to do. Note that the department encourages the prime contractor to assist and develop DBE firms to become fully knowledgeable contractors to successfully perform on its contracts.

## 10. Commercially Useful Function

- a. Commercially useful function is evaluated after the contract has been executed, while the DBE certified firm is performing its work items. A DBE performs a commercially useful function when it is responsible for execution of the work of the contract and is carrying out its responsibilities by actually performing, managing, and supervising the work involved.
- b. The department uses Form DT1011: DBE Commercially Useful Function Review and Certification to evaluate whether the DBE is performing a commercially useful function. WisDOT counts expenditures of a DBE toward the DBE goal only if the DBE is performing a commercially useful function on that contract.
- c. A DBE is performing a commercially useful function if the following conditions are met:
  - (1) For contract work, the DBE is responsible for executing a distinct portion of the contract work and it is carrying out its responsibilities by actually performing, managing, and supervising that work.
  - (2) For materials and supplies, the DBE is responsible for negotiating price, determining quality and quantity, ordering, and paying for those materials and supplies.

## 11. Credit Evaluation for Trucking

All bidders are expected to adhere to the department's current trucking policy posted on the HCCI website at <http://wisconsindot.gov/Documents/doing-bus/civil-rights/dbe/trucking-utilization-policy.pdf>

## 12. Credit Evaluation for Manufacturers, Suppliers, Brokers

The department will calculate the amount of DBE credit awarded to a prime using a DBE firm for the provisions of materials and supplies on a contract-by-contract basis. The department will count the material and supplies that a DBE provides under the contract for DBE credit based on whether the DBE is a manufacturer, supplier or broker. Generally, DBE crediting measures and evaluates the DBE owner's role, responsibility and contribution to the transaction: maximum DBE credit when the DBE manufactures materials or supplies; DBE credit decreases when the DBE solely supplies material and minimal credit is allotted when the DBE's role is administrative or transactional.

It is the bidder's responsibility to find out if the DBE is considered a supplier or a manufacturer before listing them on Commitment to Subcontract to DBE form DT1506.

### a. Manufacturers

- (1) A manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.
- (2) If the materials or supplies are obtained from a DBE manufacturer, count **100%** percent of the cost of the materials or supplies toward DBE goals.

### b. Regular Dealers of Material and/or Supplies

- (1) A regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.
- (2) If the materials or supplies are purchased from a DBE regular dealer, count **60%** percent of the cost of the materials or supplies toward DBE goals.
- (3) At a minimum, a regular dealer must meet the following criteria to be counted for DBE credit:
  - i. The DBE firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.
  - ii. The DBE firm must both own and operate distribution equipment for the product--bulk items such as petroleum products, steel, cement, gravel, stone, or asphalt. If some of the distribution equipment is leased, the lease agreement must accompany the DBE Commitment form for evaluation of the dealer's control before the DBE office approves the DBE credit.

### c. Brokers, Transaction Expeditors, Packagers, Manufacturers Representatives

- (1) No portion of the cost of the materials, supplies, services themselves will count for DBE credit; however, WisDOT will evaluate the fees or commissions charged when a prime purchases materials, supplies or services from a DBE certified firm which is neither a manufacturer nor a regular dealer, namely: brokers, packagers, manufacturers' representatives or other persons who arrange or expedite transactions.
- (2) Brokerage fees have historically been calculated as **10%** of the purchase amount.
- (3) WisDOT may count the amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site.
- (4) The evaluation will review the contract need for the item/service, review the sub-contract or invoice for the item/service, compare the fees customarily allowed for similar services to determine whether they are reasonable.

When DBE suppliers are contracted, additional documentation must accompany the DT1506 and Attachment 'A' forms. An invoice or bill-of-sale that includes the company names of the bidder and the DBE supplier and documentation of the calculations used as the basis for the purchase agreement, subcontract or invoice.

*WisDOT recognizes that the amount on the Attachment 'A' form may be more or less than the amount on the invoice.* Please respond to the following questions and submit with your DBE Commitment Form.

1. What is the product or material?
2. Is this item in the prime's inventory or was the item purchased when contract was awarded?
3. Which contract line items were referenced to develop this quote?
4. What is the amount of material or product used on the project?

### **13. Credit Evaluation for DBE Primes**

Wisconsin DOT calculates DBE credit based on the amount and type of work performed by DBE certified firms. If the prime contractor is a DBE certified firm, the department will only count the work that DBE prime contractor performs with its own forces for DBE credit. We will also calculate DBE credit for the work performed by any other DBE certified subcontractor, DBE certified supplier, DBE certified manufacturer on that contract in that DBE's approved work areas/NAICS code. Crediting for manufacturers and suppliers is calculated consistent with paragraph 12 of this document and 49 CFR Part 26.

### **14. Joint Venture**

If a DBE performs as a participant in a joint venture, the department will only count that portion of the total dollar value of the contract equal to that portion of the work that the DBE performs with its own forces for DBE credit.

### **15. Mentor Protégé**

- a. If a DBE performs as a participant in a mentor protégé agreement, the department will count for credit the portion of the work performed by the DBE protégé firm.
- b. DBE credit will be evaluated and confirmed by the DBE Office for any contracts on which the mentor protégé team identifies itself to the DBE Office as a current participant of the Mentor Protégé Program.
- c. Refer to WisDOT's Mentor Protégé guidelines for guidance on the number of contracts and amount of DBE credit that can be counted on any WisDOT project.

### **16. DBE Replacement or Termination**

#### **Contractual Requirement**

The contractor shall utilize the specific DBEs listed to perform the work and supply the materials for which each is listed unless the contractor obtains written consent from the Department's DBE Office. If the Department does not provide consent to replace or terminate a DBE firm, the prime contractor shall not be entitled to any payment for work or material unless it is performed or supplied by the listed DBE.

#### **Contractor Considerations**

- a. A prime contractor cannot terminate and/or replace a DBE subcontractor listed on the approved Commitment to Subcontract to DBE Form [DT1506] without prior written consent from the DBE Office. This includes, but is not limited to, instances in which a prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.



- b. If a prime contractor feels it is necessary to replace or terminate a DBE firm that has been approved for DBE credit toward its contract, s/he will be required to provide reasons and documentation to support why the prime cannot fulfill the contractual commitment that it made to the Department regarding the DBE utilization.
- c. Prime contractor is required to make affirmative efforts to find another DBE subcontractor to perform at least the same amount of work under the contract as the DBE that was terminated, to the extent needed to meet the assigned DBE contract goal.
- d. In circumstances when a DBE subcontractor fails to complete its work on the contract for any reason or is terminated from a contract, the prime contractor is expected to make affirmative efforts to maintain its commitment to the assigned DBE goal.
- e. The DBE firm should communicate with the prime contractor regarding its schedule and capacity in the context of the contract. If the DBE anticipates that it cannot fulfill its subcontract, s/he shall advise the prime contractor and suggest a DBE that may replace their services or provide written consent to be released from its subcontract.
  - (1) Before the prime contractor can request to terminate or substitute a DBE firm; s/he must:
    - i. Make every effort to fulfill the DBE commitment by working with the listed DBE to ensure that they are fully knowledgeable of your expectations for successful performance on the contract. Document these efforts in writing.
    - ii. If those efforts fail, provide written notice to the DBE subcontractor of your *intent* to request to terminate and/or replace the firm including the reason(s) you want to pursue this action.
    - iii. Copy the DBE Office on all correspondence related to changing a DBE firm who has been approved for DBE credit on a contract including the preparation and coordination efforts with the DBE on the contract.
    - iv. Clearly state the amount of time the DBE firm has to remedy and/or respond to your notice of intent to replace/terminate their firm from the contract. The DBE shall be allowed five days to respond, in writing. **EXCEPTION:** The prime contractor must provide a verifiable reason for a response period shorter than five days. For example a WisDOT project manager must verify that waiting 5 days for a DBE performing traffic control work to respond would affect the public safety.
    - v. The DBE subcontractor must forward a written response to the prime contractor and copy the DBE Office. The written response must outline why it objects to the proposed termination of its subcontract and list the reasons that WisDOT should not approve the request for their firm to be replaced or removed from the contract.

### **The Request to Replace or Terminate a DBE**

The prime contractor must provide a written request to replace or terminate a DBE firm that has been approved for DBE credit on a WisDOT contract. The written request can be an email or printed document delivered by email or fax; at minimum, the request must contain the following:

1. Contract ID number.
2. Wisconsin DOT Contract Project Manager name and contact information.
3. DBE name and work type and/or NAICS code.
4. Contract's progress schedule.
5. Reason(s) for requesting that the DBE be replaced or terminated.
6. Attach/include all communication with the DBE to deploy/address/resolve work completion,

WisDOT will review your request and any supporting documentation that you submit to evaluate whether the circumstance and the reasons constitute a good cause for replacing or terminating the DBE that was approved for DBE credit on that contract.

*Examples of Good Causes to Replace a DBE according to the federal DBE program guidelines {49 CFR part 26.53}*

- The listed DBE subcontractor fails or refuses to execute a written contract.
- The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor.
- The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements.
- The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness.
- The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215 and 1,200 or applicable state law.
- You have determined that the listed DBE subcontractor is not a responsible contractor.
- The listed DBE subcontractor voluntarily withdraws from the project and provides to you written notice of its withdrawal.
- The listed DBE is ineligible to receive DBE credit for the type of work required.
- A DBE owner dies or becomes disabled with the result that the listed DBE contractor is unable to complete its work on the contract.

**Evaluation and Response to the Request**

If WisDOT determines that your reasons comply with the good cause standards; the DBE office will send the prime contractor and the WisDOT project manager an email stating that we concur with the reasons and approve the replacement or termination.

If WisDOT determines that your reasons do not comply with the good cause standards of the federal DBE program, the DBE Office will send the prime contractor an email that includes *the requirement* to utilize the committed DBE, *remedial actions* to support the completion of the contractual commitment, a list of available WisDOT support services *and administrative remedies that may be invoked* for failure to comply with federal DBE guidelines for DBE replacement.

The Wisconsin Department of transportation contact for all actions related to replacing a DBE is the DBE Program Chief and/or the DBE Program Engineer which can be reached at [DBE\\_Alert@dot.wi.gov](mailto:DBE_Alert@dot.wi.gov) or by calling 608-267-3849.

**17. DBE Utilization beyond the approved DBE Commitment Form DT1506**

If the Prime/subcontractor increases the scope of work for a participating DBE or adds a DBE subcontractor that was not on the approved Form DT1506 at any time after contract award, s/he should follow these steps so that the participation can be accurately credited toward the DBE goal.

- a. Send an email to the DBE Engineer at [DBE\\_Alert@dot.wi.gov](mailto:DBE_Alert@dot.wi.gov) describing the work to be performed by the new DBE including the proposed schedule or duration, DBE name and contact information. You may also call the DBE Engineer at 414-659-0487 to notify him of the change verbally.

If the scope change added work for a participating DBE; list the date and reason for the scope change.

- b. Forward a complete, signed Attachment 'A' form to the DBE Office at [DBE\\_Alert@dot.wi.gov](mailto:DBE_Alert@dot.wi.gov). A complete Attachment A includes DBE contact information, signature, subcontract value and proper description of the work areas to be performed by the DBE.

The DBE office will confirm the DBE participation and revise the DT1506 based on the email/discussion and attach the new/revised Attachment A to the Contract record/documentation.

## **18. Contract Modifications**

When additional opportunity is available by contract modifications, the Prime Contractor shall utilize DBE Subcontractors that were committed to equal work items, in the original contract.

## **19. Payment**

Costs for conforming to this Additional Special Provision (ASP) and any associated DBE requirements are incidental to the contract.

## APPENDIX A

### Sample Contractor Solicitation Letter Page 1

*This sample is provided as a guide not a requirement*

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#### GFW SAMPLE MEMORANDUM

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**TO:** DBE FIRMS  
**FROM:** POTENTIAL PRIME CONTRACTOR OR MAJOR SUBCONTRACTOR  
**SUBJECT:** REQUEST FOR DBE QUOTES  
**LET DATE & TIME**  
**DATE:** MONTH DAY YEAR  
**CC:** DBE OFFICE ENGINEER

Our company is considering bidding on the projects indicated on the next page, as a prime and/or a subcontractor for the Wisconsin Department of Transportation Month- date -year Letting. Page 2 lists the projects and work items that we may subcontract for this letting. We are interested in obtaining subcontractor quotes for these projects and work categories. Also note that we are willing to accept quotes in areas we may be planning to perform ourselves as required by federal rules.

Please review page 2, respond whether you plan to quote, highlight the projects and work items you are interested in performing and return it via fax or email within 3 days. Plans, specifications and addenda are available through WisDOT at the DBE Support Services office or at the Highway Construction Contract Information (HCCI) site at

<http://roadwaystandards.dot.wi.gov/hcci/>

Your quote should include all of the costs required to complete the items you propose to perform including labor, equipment, material, and related bonding or insurance. The quote should note items that you are DBE certified to perform, tied items, and any special terms. Page 2, with the indicated projects and items you plan to quote, should be used as a cover sheet for your quote.

Please make every effort to have your quotes into our office by time deadline the prior to the letting date. **Make sure the correct letting date, project ID and proposal number, unit price and extension are included in your quote.** We prefer quotes be sent via SBN but prime's alternatives are acceptable. Our office hours are include hours and days. Please call our office as soon as possible prior to the letting if you need information/clarification to prepare your quote at contact number.

If you wish to discuss or evaluate your quote in more detail, contact us after the contract is awarded. Status of the contract can be checked at WisDOT's HCCI site at <http://roadwaystandards.dot.wi.gov/hcci/>

All questions should be directed to:

Project Manager, John Doe,

Phone: (000) 123-4567

Email: [Joe@joetheplumber.com](mailto:Joe@joetheplumber.com)

Fax: (000) 123- 4657

## Sample Contractor Solicitation Letter Page 2

*This sample is provided as a guide not a requirement*

### REQUEST FOR QUOTATION

Prime's Name: \_\_\_\_\_  
 Letting Date: \_\_\_\_\_  
 Project ID: \_\_\_\_\_

**Please check all that apply**

- ☐ Yes, we will be quoting on the projects and items listed below  
☐ No, we are not interested in quoting on the letting or its items referenced below  
☐ Please take our name off your monthly DBE contact list  
☐ We have questions about quoting this letting. Please have someone contact me at this number

**Prime Contractor's Contact Person**

**DBE Contractor Contact Person**

\_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Fax: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Fax: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 \_\_\_\_\_

**Please circle the jobs and items you will be quoting below**

| Proposal No. | 1 | 2 | 3 | 4 | 5 | 6 | 7 |
|--------------|---|---|---|---|---|---|---|
| County       |   |   |   |   |   |   |   |

**WORK DESCRIPTION:**

|                                 |   |   |   |   |   |   |   |
|---------------------------------|---|---|---|---|---|---|---|
| Clear and Grub                  | X |   | X | X |   | X | X |
| Dump Truck Hauling              | X |   | X | X |   | X | X |
| Curb & Gutter/Sidewalk, Etc.    | X |   | X | X |   | X | X |
| Erosion Control Items           | X |   | X | X |   | X | X |
| Signs and Posts/Markers         | X |   | X | X |   | X | X |
| Traffic Control                 |   | X | X | X |   | X | X |
| Electrical Work/Traffic Signals |   | X | X | X |   | X |   |
| Pavement Marking                |   | X | X | X | X | X | X |
| Sawing Pavement                 |   | X | X | X | X | X | X |
| QMP, Base                       | X | X |   | X | X | X | X |
| Pipe Underdrain                 | X |   |   | X |   |   |   |
| Beam Guard                      |   |   |   | X | X | X | X |
| Concrete Staining               |   |   |   |   |   |   | X |
| Trees/Shrubs                    | X |   |   |   |   |   | X |

Again please make every effort to have your quotes into our office by time deadline prior to the letting date.

We prefer quotes be sent via SBN but prime's preferred alternatives are acceptable.

If there are further questions please direct them to the prime contractor's contact person at phone number.

## **APPENDIX B**

### **BEST PRACTICES FOR PRIME CONTRACTOR & DBE SUBCONTRACTOR GOOD FAITH EFFORT**

*This list is not a set of requirements; it is a list of potential strategies*

#### **Primes**

- Prime contractor open houses inviting DBE firms to see the bid “war room” or providing technical assistance.
- Participate in speed networking and mosaic exercises as arranged by DBE office.
- Host information sessions not directly associated with a bid letting.
- Participate in a formal mentor protégé or joint venture with a DBE firm.
- Participate in WisDOT advisory committees i.e. TRANSAC, or Mega Project committee meetings.
- Facilitate a small group DBE ‘training session’ Clarifying how your firm prepares for bid letting, evaluates subcontractors, preferred qualifications and communication methods.
- Encourage subcontractors to solicit and highlight DBE participation in their quotes to you.
- Quality of communication, not quantity creates the best results. Contractors should do as thorough a job as possible in communicating with DBE firms before the bid and provide any assistance requested to assure best possible bid.

#### **DBE**

- DBE firms should contact primes as soon as possible with questions regarding their quotes or bid; seven days prior is optimal.
- Continually check for contract addendums on the HCCI website through the Thursday prior to letting to stay abreast of changes.
- Review the status of contracts on the HCCI website reviewing the ‘apparent low bidder’ list, and bid tabs at a minimum.
- Prepare a portfolio or list of related projects and prime and supplier references; be sure to note transportation-related projects of similar size and scope, firm expertise and staffing.
- Participate in DBE office assessment programs.
- Participate on advisory and mega-project committees.
- Sign up to receive the DBE Contracting Update.
- Consider membership in relevant industry or contractor organizations.
- Active participation is a must. Quote as many projects as you can reasonably work on; quoting the primes and bidding as a prime with the department are the only ways to get work.

## APPENDIX C

### Types of Efforts considered in determining GFE

*This list represents concepts being assessed; analysis requires additional steps*

1. Whether the contractor attended any pre-solicitation or pre-bid meetings that were scheduled by WisDOT to inform DBEs of contracting and subcontracting opportunities.
2. Whether the contractor provided written notice to a reasonable number of specific DBEs that their interest in the contract was being solicited, in sufficient time to allow the DBEs to participate effectively.
3. Whether the contractor followed up initial solicitations of interest by contacting DBEs to determine if the DBEs were interested; returned the phone calls of interested DBE firms.
4. Whether the contractor selected portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goal.
5. Whether the contractor provided interested DBEs with adequate information about the plans, specifications and requirements of the contract.
6. Whether the contractor negotiated in good faith with interested DBEs, not rejected DBEs as unqualified without sound reasons based on a thorough investigation of their capabilities.
7. Whether the contractor made efforts to assist interested DBEs in being more competitive.
8. Whether the contractor effectively used the services of available minority community organizations: minority contractors groups, local, state, and Federal minority business assistance offices, and other organizations that provide assistance to small businesses and DBE firms.
9. Whether Prime used CRCS to identify DBE who specialize in relevant work areas.
10. Whether the contractor used available resources including contacting the DBE office, using WisDOT's website
11. Whether the contractor returned calls of firms expressing interest in a timely manner.

## **APPENDIX D**

### **Good Faith Effort Evaluation Guidance**

#### ***Excerpt from Appendix A of 49 CFR Part 26***

#### **APPENDIX A TO PART 26 -- GUIDANCE CONCERNING GOOD FAITH EFFORTS**

- I. When, as a recipient, you establish a contract goal on a DOT assisted contract, a bidder must, in order to be responsible and/or responsive, make good faith efforts to meet the goal. The bidder can meet this requirement in either of two ways. First, the bidder can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if it doesn't meet the goal, the bidder can document adequate good faith efforts. This means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.
- II. In any situation in which you have established a contract goal, part 26 requires you to use the good faith efforts mechanism of this part. As a recipient, it is up to you to make a fair and reasonable judgment whether a bidder that did not meet the goal made adequate good faith efforts. It is important for you to consider the quality, quantity, and intensity of the different kinds of efforts that the bidder has made. The efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract requirements. We emphasize, however, that your determination concerning the sufficiency of the firm's good faith efforts is a judgment call: meeting quantitative formulas is not required.
- III. The Department also strongly cautions you against requiring that a bidder meet a contract goal (i.e., obtain a specified amount of DBE participation) in order to be awarded a contract, even though the bidder makes an adequate good faith efforts showing. This rule specifically prohibits you from ignoring bona fide good faith efforts.
- IV. The following is a list of types of actions which you should consider as part of the bidder's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.
  - A. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
  - B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
  - C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
  - D.
    - (1) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.
    - (2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a



contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

- E. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non solicitation of bids in the contractor's efforts to meet the project goal.
  - F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.
  - G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
  - H. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.
- V. In determining whether a bidder has made good faith efforts, you may take into account the performance of other bidders in meeting the contract. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal, but meets or exceeds the average DBE participation obtained by other bidders, you may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts.

## Appendix E

### Small Business Network [SBN] Overview

The Small Business Network is a part of the Bid Express® service that was created to ensure that prime bidders have a centralized online location to find subs - including small and disadvantaged business enterprises (DBEs). It is available for prime bidders to use as part of their Basic Service subscription.

Within the Small Business Network, **Prime Contractors** can:

1. Easily select proposals, work types and items:
  - a. After adding applicable work types, select items that you wish to quote. Enter the sub-quote quantities and add comments, if desired. Adding or removing items and work types can be done quickly. If needed, you can save the sub-quote for completion at a later time.
2. Create sub-quotes for the subcontracting community:
  - a. Create sub-quotes with ease using the intuitive sub-quote creator. In seven short steps, you can rapidly create a custom sub-quote directed to all subcontractors that bid on the applicable work types. Steps include: provide contact information and sub-quote expiration date, select letting and proposal, add work types and items, specify terms and conditions, upload attachments, and select vendors.
  - b. Create a sub-quote to send to subcontractors or suppliers that lists the items in a proposal that you want quoted
  - c. Create an unlimited number of sub-quotes for items you want quoted, and optionally mark them as a DBE-preferred request.
  - d. Add attachments to sub-quotes.
3. View sub-quote requests & responses:
  - a. After logging into the Bid Express service, you can quickly review all of your sub-quote requests and all unsolicited sub-quote requests from subcontractors. To simplify the Small Business Network home screen, sub-quote requests can be hidden with one click if they are not applicable.
  - b. View or receive unsolicited sub-quotes that subcontractors have posted, complete with terms, conditions and pricing.
4. View Record of Subcontractor Outreach Effort:
  - a. For each sub-quote produced, a *Record of Subcontractor Outreach Effort* is generated that shows the response statistics for a particular sub-quote. If accepted by the letting agency, this report may serve as proof of a “Good Faith” effort in reaching out to the DBE community.
  - b. Easily locate pre-qualified and certified small and disadvantaged businesses.
  - c. Advertise to small and disadvantaged businesses more efficiently and cost effectively.
  - d. Document your interactions with subs/DBEs by producing an Outreach Report (may be accepted as proof of DBE outreach at the discretion of each agency).

The Small Business Network is a part of the Bid Express® service that was created to ensure that small businesses have a centralized area to access information about upcoming projects. It can help small businesses learn more about opportunities, compete more effectively, network with other contractors and subcontractors, and win more jobs.

1. View and reply to sub-quote requests from primes:
  - a. After logging into the Bid Express service, you can quickly review all incoming sub-quote requests and all unsolicited sub-quotes created by your company. Receive notifications by selected work type. To simplify on the Small Business Network home screen, sub-quote requests can be filtered by work types relevant to your interests, or hidden with one click if they are not applicable.
2. Select items when responding to sub-quote requests from primes:
  - a. You have the freedom to choose and price any number of items when responding to a sub-quote request. Quantities can be modified, and per-item comments are also available.
  - b. View requests for sub-quotes for work that primes have posted for projects they are bidding, add your pricing, terms, and conditions, and submit completed sub-quotes to the requesting primes.
  - c. Add attachments to a sub-quote.
3. Create and send unsolicited sub-quotes to specific contractors:
  - a. Create unsolicited sub-quotes with ease using the intuitive sub-quote creator. In eight short steps, you can rapidly create a custom sub-quote directed at any number of specific vendors of your choosing. Steps include: provide contact information and sub-quote expiration date, select letting and proposal, add work types and items, specify terms and conditions, upload attachments, and select vendors.
4. Easily select and price items for unsolicited sub-quotes:
  - a. After adding applicable work types, select items that you wish to quote. The extended price calculates automatically, cutting out costly calculation errors. Comments can be provided on a per-item basis as well.
  - b. Create an unsolicited sub-quote that lists the items from a proposal that you want to quote, include pricing, terms and conditions, and send it to selected prime/plan holder.
  - c. Add attachments to a sub-quote.
  - d. Add unsolicited work items to sub-quotes that you are responding to.
5. Easy Access to Valuable Information
  - a. Receive a confirmation that your sub-quote was opened by a prime.
  - b. View Bid Tab Analysis data from past bids, including the high, average and low prices of items.
  - c. View important notices and publications from DOT targeted to small and disadvantaged businesses.
6. Accessing Small Business Network for WisDOT contracting opportunities
  - a. If you are a contractor not yet subscribing to the Bid Express service, go to [www.bidx.com](http://www.bidx.com) and select “Order Bid Express.” The Small Business Network is a part of the Bid Express Basic Service.
  - b. DBE firms can request a Bid Express Small Business Network Account at no cost by calling 414-438-4588.

## **ADDITIONAL SPECIAL PROVISION 4**

### **Payment to First-Tier Subcontractors**

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

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

### **Payment to Lower-Tier Subcontractors**

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

### **Release of Routine Retainage**

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

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

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

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

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

*Make the following revisions to the standard specifications:*

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**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.

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**390.3.4 Special High Early Strength Concrete Patching**

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

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

**440.3.5.2 Corrective Actions for Localized Roughness**

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

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

**450.3.1.1.4 Recording Truck Loads**

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

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

**455.3.2.1 General**

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

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

**460.2.1 General**

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

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

**460.2.8.2.1.5 Control Limits**

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

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

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

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

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

**460.2.8.2.1.6 Job Mix Formula Adjustment**

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

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

**460.2.8.3.1.6 Acceptable Verification Parameters**

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

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

**460.3.3.1 Minimum Required Density**

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

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

**TABLE 460-3 MINIMUM REQUIRED DENSITY<sup>[1]</sup>**

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

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

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

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

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

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

**460.5.2.1 General**

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

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

**460.5.2.3 Incentive for HMA Pavement Density**

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

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

**INCENTIVE PAY ADJUSTMENT FOR HMA PAVEMENT DENSITY<sup>[1]</sup>**

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

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

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



**501.2.6 Fly Ash**

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

**501.2.6.1 General**

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

**501.2.6.2 Class C Ash**

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

**501.2.6.3 Class F Ash**

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

**502.3.7.8 Floors**

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

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

**503.3.2.1.1 Tolerances**

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

**PRESTRESSED CONCRETE I-TYPE GIRDERS**

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

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## Errata

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Make the following corrections to the standard specifications:

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### **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.

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**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.
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**657.2.2.1.4 Poles Designed Under Legacy Standards**

Correct errata by deleting the entire subsection to eliminate redundant language.

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





## **ADDITIONAL SPECIAL PROVISION 9**

### **Electronic Certified Payroll Submittal**

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

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

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

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

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

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

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

## REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

### ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

### I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

### II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

**6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### **10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or



will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## **2. Withholding**

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## **3. Payrolls and basic records**

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### **4. Apprentices and trainees**

##### **a. Apprentices (programs of the USDOL).**

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### **b. Trainees (programs of the USDOL).**

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.



## VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

## VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

## **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

## **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

### **1. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\* \* \* \* \*

## **2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## **2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

## **Non-discrimination Provisions**

**During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:**

**1. Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

**2. Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

**3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

**4. Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

**5. Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- a. Withholding payments to the contractor under the contract until the contractor complies; and/or
- b. Cancelling, terminating, or suspending a contract, in whole or in part.



**6. Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

**During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:**

**Pertinent Non-Discrimination Authorities:**

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).



SEPTEMBER 2002

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE  
EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)**

1. The Offeror's or Bidder's attention is called to the "Employment Practices" and "Equal Opportunity Clause" set forth in the Required Contract Provisions, FHWA 1273.
2. The goals and timetables for minority and female participation expressed in percentage terms for the contractor's aggregate work force in each trade, on all construction work in the covered area, are as follows:

**Goals for Minority Participation for Each Trade:**

| <u>County</u> | <u>%</u> | <u>County</u> | <u>%</u> | <u>County</u> | <u>%</u> |
|---------------|----------|---------------|----------|---------------|----------|
| Adams         | 1.7      | Iowa          | 1.7      | Polk          | 2.2      |
| Ashland       | 1.2      | Iron          | 1.2      | Portage       | 0.6      |
| Barron        | 0.6      | Jackson       | 0.6      | Price         | 0.6      |
| Bayfield      | 1.2      | Jefferson     | 7.0      | Racine        | 8.4      |
| Brown         | 1.3      | Juneau        | 0.6      | Richland      | 1.7      |
| Buffalo       | 0.6      | Kenosha       | 3.0      | Rock          | 3.1      |
| Burnett       | 2.2      | Kewaunee      | 1.0      | Rusk          | 0.6      |
| Calumet       | 0.9      | La Crosse     | 0.9      | St. Croix     | 2.9      |
| Chippewa      | 0.5      | Lafayette     | 0.5      | Sauk          | 1.7      |
| Clark         | 0.6      | Langlade      | 0.6      | Sawyer        | 0.6      |
| Columbia      | 1.7      | Lincoln       | 0.6      | Shawano       | 1.0      |
| Crawford      | 0.5      | Manitowoc     | 1.0      | Sheboygan     | 7.0      |
| Dane          | 2.2      | Marathon      | 0.6      | Taylor        | 0.6      |
| Dodge         | 7.0      | Marinette     | 1.0      | Trempealeau   | 0.6      |
| Door          | 1.0      | Marquette     | 1.7      | Vernon        | 0.6      |
| Douglas       | 1.0      | Menominee     | 1.0      | Vilas         | 0.6      |
| Dunn          | 0.6      | Milwaukee     | 8.0      | Walworth      | 7.0      |
| Eau Claire    | 0.5      | Monroe        | 0.6      | Washburn      | 0.6      |
| Florence      | 1.0      | Oconto        | 1.0      | Washington    | 8.0      |
| Fond du Lac   | 1.0      | Oneida        | 0.6      | Waukesha      | 8.0      |
| Forest        | 1.0      | Outagamie     | 0.9      | Waupaca       | 1.0      |
| Grant         | 0.5      | Ozaukee       | 8.0      | Waushara      | 1.0      |
| Green         | 1.7      | Pepin         | 0.6      | Winnebago     | 0.9      |
| Green Lake    | 1.0      | Pierce        | 2.2      | Wood          | 0.6      |

**Goals for female participation for each trade: 6.9%**

These goals are applicable to all the contractor's construction work, (whether or not it is federal or federally assisted), performed in the covered area. If the contractor performs construction work in the geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The contractor's compliance with the Executive Order and the Regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order and the Regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000.00 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

As referred to in this section, the Director means:

Director  
Office of Federal Contract Compliance Programs  
Ruess Federal Plaza  
310 W. Wisconsin Ave., Suite 1115  
Milwaukee, WI 53202

The "Employer Identification Number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

4. As used in this notice, and in the contract resulting from solicitation, the "covered area" is the county(ies) in Wisconsin to which this proposal applies.

**APRIL 2013**

**ADDITIONAL FEDERAL-AID PROVISIONS**

**NOTICE TO ALL BIDDERS**

To report bid rigging activities call:

**1-800-424-9071**

The U.S. Department of Transportation (DOT) operates the above toll-free "hotline" Monday through Friday, 8:00 a.m. to 5:00 p.m., Eastern Time. Anyone with knowledge of possible bid rigging, bidding collusion, or other fraudulent activities should use the "hotline" to report such activities.

The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

**Effective August 2015 letting**

### **BUY AMERICA PROVISION**

All steel and iron materials permanently incorporated in this project shall be domestic products and all manufacturing and coating processes for these materials from smelting forward in the manufacturing process must have occurred within the United States. Coating includes epoxy coating, galvanizing, painting and any other coating that protects or enhances the value of a material subject to the requirements of Buy America. The exemption of this requirement is the minimal use of foreign materials if the total cost of such material permanently incorporated in the product does not exceed one-tenth of one percent (1/10 of 1%) of the total contract cost or \$2,500.00, whichever is greater. For purposes of this paragraph, the cost is that shown to be the value of the subject products as they are delivered to the project. The contractor shall take actions and provide documentation conforming to CMM 2-28.5 to ensure compliance with this "Buy America" provision.

<http://wisconsindot.gov/rdwy/cmm/cm-02-28.pdf>

Upon completion of the project certify to the engineer, in writing using department form WS4567, that all steel, iron, and coating processes for steel or iron incorporated into the contract work conform to these "Buy America" provisions. Attach a list of exemptions and their associated costs to the certification form. Department form WS4567 is available at:

<http://wisconsindot.gov/hcciDocs/contracting-info/ws4567.doc>

## Cargo Preference Act Requirement

All Federal-aid projects shall comply with 46 CFR 381.7 (a) – (b) as follows:

(a) *Agreement Clauses*. “Use of United States-flag vessels:”

(1) Pursuant to Pub. L. 664 (43 U.S.C. 1241(b)) at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available.

(2) Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a)(1) of this section shall be furnished to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.”

(b) *Contractor and Subcontractor Clauses*. “Use of United States-flag vessels: The contractor agrees—”

(1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

(2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

**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 truckdrivers 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: WI170010 09/08/2017 WI10

Superseded General Decision Number: WI20160010

State: Wisconsin

Construction Type: Highway

Counties: Wisconsin Statewide.

HIGHWAY, AIRPORT RUNWAY & TAXIWAY CONSTRUCTION PROJECTS (does not include bridges over navigable waters; tunnels; buildings in highway rest areas; and railroad construction)

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

| Modification Number | Publication Date |
|---------------------|------------------|
| 0                   | 01/06/2017       |
| 1                   | 02/03/2017       |
| 2                   | 02/10/2017       |
| 3                   | 02/24/2017       |
| 4                   | 03/17/2017       |
| 5                   | 03/31/2017       |
| 6                   | 04/21/2017       |
| 7                   | 04/28/2017       |
| 8                   | 06/02/2017       |
| 9                   | 06/23/2017       |
| 10                  | 07/14/2017       |
| 11                  | 07/21/2017       |
| 12                  | 07/28/2017       |
| 13                  | 08/11/2017       |
| 14                  | 08/25/2017       |
| 15                  | 09/08/2017       |

BRWI0001-002 06/01/2016

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

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

BRWI0002-002 06/01/2016

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

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

BRWI0002-005 06/01/2016

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

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

BRWI0003-002 06/01/2016

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

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

KENOSHA, RACINE, AND WALWORTH COUNTIES

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

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

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

GREEN, LAFAYETTE, AND ROCK COUNTIES

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

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

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

CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| BRICKLAYER.....         | \$ 32.22 | 20.57   |
| -----                   |          |         |
| BRWI0019-002 06/01/2016 |          |         |

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

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| BRICKLAYER.....         | \$ 31.98 | 20.81   |
| -----                   |          |         |
| BRWI0034-002 06/01/2015 |          |         |

COLUMBIA AND SAUK COUNTIES

|                         | Rates    | Fringes |
|-------------------------|----------|---------|
| BRICKLAYER.....         | \$ 32.86 | 17.22   |
| -----                   |          |         |
| CARP0087-001 05/01/2016 |          |         |

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

|                                | Rates    | Fringes |
|--------------------------------|----------|---------|
| Carpenter & Piledrivermen..... | \$ 36.85 | 18.39   |
| -----                          |          |         |
| CARP0252-002 06/01/2016        |          |         |

ADAMS, BARRON, BAYFIELD (Eastern 2/3), BROWN, BUFFALO,  
BURNETT (E. of Hwy 48), CALUMET, CHIPPEWA, CLARK, COLUMBIA,

CRAWFORD, DANE, DODGE, DOOR, DUNN, EAU CLAIRE, FLORENCE (except area bordering Michigan State Line), FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IOWA, IRON, JACKSON, JEFFERSON, JUNEAU, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE (except N.E. corner), MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE (E. of Hwys 29 & 65), POLK (E. of Hwys 35, 48 & 65), PORTAGE, PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST CROIX (E. of Hwy 65), TAYLOR, 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 06/01/2017 |          |         |

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:.....        | \$ 33.01 | 19.69   |
| -----                     |          |         |
| * ELEC0014-007 06/05/2017 |          |         |

REMAINING COUNTIES

| Rates | Fringes |
|-------|---------|
|-------|---------|

Teledata System Installer  
Installer/Technician.....\$ 25.81 14.01

Low voltage construction, installation, maintenance and removal of teledata facilities (voice, data, and video) including outside plant, telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area networks), LAN (local area networks), and ISDN (integrated systems digital network).

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ELEC0127-002 06/01/2017

KENOSHA COUNTY

|                    | Rates    | Fringes   |
|--------------------|----------|-----------|
| Electricians:..... | \$ 38.50 | 30%+10.57 |

-----  
ELEC0158-002 06/05/2017

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:..... | \$ 31.48 | 19.18   |

-----  
ELEC0159-003 06/05/2017

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:..... | \$ 37.75 | 20.96   |

-----  
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   |

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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  
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ELEC0430-002 06/01/2017

RACINE COUNTY (Except Burlington Township)

|                    | Rates    | Fringes |
|--------------------|----------|---------|
| Electricians:..... | \$ 37.32 | 21.07   |

-----

ELEC0494-005 06/01/2017

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

|                    | Rates    | Fringes |
|--------------------|----------|---------|
| Electricians:..... | \$ 37.51 | 24.42   |

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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   |

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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

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ELEC0577-003 05/30/2016

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

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

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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 |

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ENGI0139-005 06/05/2017

|                          | Rates    | Fringes |
|--------------------------|----------|---------|
| Power Equipment Operator |          |         |
| Group 1.....             | \$ 39.27 | 22.05   |
| Group 2.....             | \$ 38.77 | 22.05   |
| Group 3.....             | \$ 38.27 | 22.05   |
| Group 4.....             | \$ 38.01 | 22.05   |
| Group 5.....             | \$ 37.72 | 22.05   |
| Group 6.....             | \$ 31.82 | 22.05   |

#### 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.

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.

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IRON0008-002 06/01/2016

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

|   | Rates    | Fringes |
|---|----------|---------|
| IRONWORKER.....   | \$ 30.86 | 25.42   |
| Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day. |          |         |

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IRON0008-003 06/01/2016

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

|   | Rates    | Fringes |
|---|----------|---------|
| IRONWORKER.....   | \$ 33.15 | 25.42   |
| Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day. |          |         |

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IRON0383-001 06/01/2015

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

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

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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   |

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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   |

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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 06/05/2017 |          |         |

## MILWAUKEE AND WAUKESHA COUNTIES

|              | Rates    | Fringes |
|--------------|----------|---------|
| LABORER      |          |         |
| Group 1..... | \$ 26.80 | 21.34   |
| Group 2..... | \$ 26.95 | 21.34   |
| Group 3..... | \$ 27.15 | 21.34   |
| Group 4..... | \$ 27.30 | 21.34   |
| Group 5..... | \$ 27.45 | 21.34   |
| Group 6..... | \$ 23.29 | 21.34   |

## LABORERS CLASSIFICATIONS

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

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

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

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagperson; traffic control person

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LABO0113-003 06/05/2017

## OZAUKEE AND WASHINGTON COUNTIES

|              | Rates    | Fringes |
|--------------|----------|---------|
| LABORER      |          |         |
| Group 1..... | \$ 26.05 | 21.34   |
| Group 2..... | \$ 26.15 | 21.34   |
| Group 3..... | \$ 26.20 | 21.34   |
| Group 4..... | \$ 26.40 | 21.34   |
| Group 5..... | \$ 26.25 | 21.34   |
| Group 6..... | \$ 23.14 | 21.34   |

## LABORERS CLASSIFICATIONS

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

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated);

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

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman



GROUP 6: Flagperson and Traffic Control Person

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LABO0113-011 06/05/2017

KENOSHA AND RACINE COUNTIES

|              | Rates    | Fringes |
|--------------|----------|---------|
| LABORER      |          |         |
| Group 1..... | \$ 25.86 | 21.34   |
| Group 2..... | \$ 26.01 | 21.34   |
| Group 3..... | \$ 26.21 | 21.34   |
| Group 4..... | \$ 26.18 | 21.34   |
| Group 5..... | \$ 26.51 | 21.34   |
| Group 6..... | \$ 23.00 | 21.34   |

LABORERS CLASSIFICATIONS:

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

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

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

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagman; traffic control person

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LABO0140-002 06/05/2017

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..... | \$ 30.71 | 21.34   |
| Group 2..... | \$ 30.81 | 21.34   |
| Group 3..... | \$ 30.86 | 21.34   |
| Group 4..... | \$ 31.06 | 21.34   |
| Group 5..... | \$ 30.91 | 21.34   |
| Group 6..... | \$ 27.34 | 21.34   |

LABORER CLASSIFICATIONS

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

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

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

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson; Traffic Control

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LABO0464-003 06/05/2017

DANE COUNTY

|              | Rates    | Fringes |
|--------------|----------|---------|
| LABORER      |          |         |
| Group 1..... | \$ 30.99 | 21.34   |
| Group 2..... | \$ 31.09 | 21.34   |
| Group 3..... | \$ 31.14 | 21.34   |
| Group 4..... | \$ 31.34 | 21.34   |
| Group 5..... | \$ 31.19 | 21.34   |
| Group 6..... | \$ 27.34 | 21.34   |

LABORERS CLASSIFICATIONS:

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

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

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

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; Powderman

GROUP 6: Flagperson and Traffic Control Person

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PAIN0106-008 05/02/2016

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   |

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PAIN0108-002 06/01/2016

RACINE COUNTY

|                        | Rates    | Fringes |
|------------------------|----------|---------|
| Painters:              |          |         |
| Brush, Roller.....     | \$ 32.74 | 18.70   |
| Spray & Sandblast..... | \$ 33.74 | 18.70   |

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PAIN0259-002 05/01/2008

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

| Rates | Fringes |
|-------|---------|
|-------|---------|

|              |          |       |
|--------------|----------|-------|
| PAINTER..... | \$ 24.11 | 12.15 |
|--------------|----------|-------|

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PAIN0259-004 05/01/2015

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

|              |          |         |
|--------------|----------|---------|
|              | Rates    | Fringes |
| PAINTER..... | \$ 22.03 | 12.45   |

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\* PAIN0781-002 06/01/2017

JEFFERSON, MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

|                        |          |         |
|------------------------|----------|---------|
|                        | Rates    | Fringes |
| Painters:              |          |         |
| Bridge.....            | \$ 30.60 | 22.80   |
| Brush.....             | \$ 30.25 | 22.80   |
| Spray & Sandblast..... | \$ 31.00 | 22.80   |

---

\* PAIN0802-002 06/01/2017

COLUMBIA, DANE, DODGE, GRANT, GREEN, IOWA, LAFAYETTE, RICHLAND,  
ROCK, AND SAUK COUNTIES

|            |          |         |
|------------|----------|---------|
|            | Rates    | Fringes |
| PAINTER    |          |         |
| Brush..... | \$ 28.25 | 17.72   |

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

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\* PAIN0802-003 06/01/2017

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..... | \$ 24.89 | 12.05   |

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\* PAIN0934-001 06/01/2017

KENOSHA AND WALWORTH COUNTIES

|                       |          |         |
|-----------------------|----------|---------|
|                       | Rates    | Fringes |
| Painters:             |          |         |
| Brush.....            | \$ 33.74 | 18.95   |
| Spray.....            | \$ 34.74 | 18.95   |
| Structural Steel..... | \$ 33.89 | 18.95   |

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\* PAIN1011-002 06/01/2017

FLORENCE COUNTY

|                |          |         |
|----------------|----------|---------|
|                | Rates    | Fringes |
| Painters:..... | \$ 24.86 | 12.23   |

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PLAS0599-010 06/01/2017

|                                |          |         |
|--------------------------------|----------|---------|
|                                | 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 DESCRIPTIONS

AREA 1: BAYFIELD, DOUGLAS, PRICE, SAWYER, AND WASHBURN COUNTIES

AREA 2: ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

AREA 3: BUFFALO, CRAWFORD, EAU CLAIRE, JACKSON, JUNEAU, LA CROSSE MONROE, PEPIN, PIERCE, RICHLAND, TREMPLEAU, AND VERNON COUNTIES

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

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

AREA 6: KENOSHA AND RACINE COUNTIES

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TEAM0039-001 06/01/2017

|                             | 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](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate

(weighted union average rate).

#### Union Rate Identifiers

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

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

#### Survey Rate Identifiers

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

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

#### Union Average Rate Identifiers

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

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

**March 2017**

**NOTICE TO BIDDERS  
WAGE RATE DECISION**

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

Since the bidder is responsible, independently, for ascertaining area practice with respect to the necessity, or lack of necessity, for the use of these classifications in the prosecution of the work contemplated by this project, no inference may be drawn from the omission of these classifications concerning prevailing area practices relative to their use. Further, this omission will not, 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 14

Proposal ID: 20171114015 Project(s): 2230-00-74, 2984-04-71

Federal ID(s): WISC 2017511, 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 |
|----------------------|---|--------------------------------|------------|------------|
| 0002                 | 201.0105<br>Clearing                                    | 15.000<br>STA                  | _____.     | _____.     |
| 0004                 | 201.0120<br>Clearing                                    | 4.000<br>ID                    | _____.     | _____.     |
| 0006                 | 201.0205<br>Grubbing                                    | 15.000<br>STA                  | _____.     | _____.     |
| 0008                 | 201.0220<br>Grubbing                                    | 4.000<br>ID                    | _____.     | _____.     |
| 0010                 | 204.0100<br>Removing Pavement                           | 37,821.000<br>SY               | _____.     | _____.     |
| 0012                 | 204.0110<br>Removing Asphaltic Surface                  | 8.000<br>SY                    | _____.     | _____.     |
| 0014                 | 204.0115<br>Removing Asphaltic Surface Butt Joints      | 161.000<br>SY                  | _____.     | _____.     |
| 0016                 | 204.0150<br>Removing Curb & Gutter                      | 1,293.000<br>LF                | _____.     | _____.     |
| 0018                 | 204.0155<br>Removing Concrete Sidewalk                  | 10,796.000<br>SY               | _____.     | _____.     |
| 0020                 | 204.0185<br>Removing Masonry                            | 3.000<br>CY                    | _____.     | _____.     |
| 0022                 | 204.0195<br>Removing Concrete Bases                     | 12.000<br>EACH                 | _____.     | _____.     |
| 0024                 | 204.0220<br>Removing Inlets                             | 53.000<br>EACH                 | _____.     | _____.     |
| 0026                 | 204.0245<br>Removing Storm Sewer (size) 01. 8-<br>INCH  | 430.000<br>LF                  | _____.     | _____.     |
| 0028                 | 204.0245<br>Removing Storm Sewer (size) 02. 10-<br>INCH | 40.000<br>LF                   | _____.     | _____.     |
| 0030                 | 204.0245<br>Removing Storm Sewer (size) 03. 12-<br>INCH | 540.000<br>LF                  | _____.     | _____.     |
| 0032                 | 204.0250<br>Abandoning Manholes                         | 20.000<br>EACH                 | _____.     | _____.     |





## Proposal Schedule of Items

Page 2 of 14

Proposal ID: 20171114015 Project(s): 2230-00-74, 2984-04-71

Federal ID(s): WISC 2017511, 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 |
|----------------------|--|--------------------------------|------------|------------|
| 0034                 | 204.0260<br>Abandoning Inlets  | 41.000<br>EACH                 | _____.     | _____.     |
| 0036                 | 204.0291.S<br>Abandoning Sewer   | 38.000<br>CY                   | _____.     | _____.     |
| 0038                 | 205.0100<br>Excavation Common  | 30,851.000<br>CY               | _____.     | _____.     |
| 0040                 | 205.0501.S<br>Excavation, Hauling, and Disposal of Petroleum Contaminated Soil | 4,140.000<br>TON               | _____.     | _____.     |
| 0042                 | 209.1100<br>Backfill Granular Grade 1  | 17.000<br>CY                   | _____.     | _____.     |
| 0044                 | 213.0100<br>Finishing Roadway (project) 01. 2230-00-74                         | 1.000<br>EACH                  | _____.     | _____.     |
| 0046                 | 213.0100<br>Finishing Roadway (project) 02. 2984-04-71                         | 1.000<br>EACH                  | _____.     | _____.     |
| 0048                 | 305.0120<br>Base Aggregate Dense 1 1/4-Inch                                    | 39,510.000<br>TON              | _____.     | _____.     |
| 0050                 | 305.0130<br>Base Aggregate Dense 3-Inch  | 3,710.000<br>TON               | _____.     | _____.     |
| 0052                 | 415.0080<br>Concrete Pavement 8-Inch   | 32,616.000<br>SY               | _____.     | _____.     |
| 0054                 | 415.0210<br>Concrete Pavement Gaps   | 14.000<br>EACH                 | _____.     | _____.     |
| 0056                 | 415.1080<br>Concrete Pavement HES 8-Inch                                       | 966.000<br>SY                  | _____.     | _____.     |
| 0058                 | 416.0180<br>Concrete Driveway 8-Inch   | 690.000<br>SY                  | _____.     | _____.     |
| 0060                 | 416.0280<br>Concrete Driveway HES 8-Inch                                       | 290.000<br>SY                  | _____.     | _____.     |
| 0062                 | 416.0610<br>Drilled Tie Bars   | 140.000<br>EACH                | _____.     | _____.     |
| 0064                 | 416.0620<br>Drilled Dowel Bars   | 107.000<br>EACH                | _____.     | _____.     |



## Proposal Schedule of Items

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Proposal ID: 20171114015 Project(s): 2230-00-74, 2984-04-71

Federal ID(s): WISC 2017511, 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 |
|----------------------|--|--------------------------------|------------|------------|
| 0066                 | 440.4410<br>Incentive IRI Ride                                     | 4,820.000<br>DOL               | 1.00000    | 4,820.00   |
| 0068                 | 455.0605<br>Tack Coat  | 270.000<br>GAL                 | _____.     | _____.     |
| 0070                 | 460.5223<br>HMA Pavement 3 LT 58-28 S                              | 269.000<br>TON                 | _____.     | _____.     |
| 0072                 | 460.5224<br>HMA Pavement 4 LT 58-28 S                              | 213.000<br>TON                 | _____.     | _____.     |
| 0074                 | 460.5225<br>HMA Pavement 5 LT 58-28 S                              | 31.000<br>TON                  | _____.     | _____.     |
| 0076                 | 465.0120<br>Asphaltic Surface Driveways and Field Entrances        | 2.000<br>TON                   | _____.     | _____.     |
| 0078                 | 601.0331<br>Concrete Curb & Gutter 31-Inch                         | 13,956.000<br>LF               | _____.     | _____.     |
| 0080                 | 601.0600<br>Concrete Curb Pedestrian                               | 376.000<br>LF                  | _____.     | _____.     |
| 0082                 | 602.0410<br>Concrete Sidewalk 5-Inch                               | 81,768.000<br>SF               | _____.     | _____.     |
| 0084                 | 602.0515<br>Curb Ramp Detectable Warning Field Natural Patina      | 1,304.000<br>SF                | _____.     | _____.     |
| 0086                 | 608.0312<br>Storm Sewer Pipe Reinforced Concrete Class III 12-Inch | 387.000<br>LF                  | _____.     | _____.     |
| 0088                 | 608.0412<br>Storm Sewer Pipe Reinforced Concrete Class IV 12-Inch  | 2,631.000<br>LF                | _____.     | _____.     |
| 0090                 | 611.0420<br>Reconstructing Manholes                                | 1.000<br>EACH                  | _____.     | _____.     |
| 0092                 | 611.2004<br>Manholes 4-FT Diameter                                 | 21.000<br>EACH                 | _____.     | _____.     |
| 0094                 | 611.8110<br>Adjusting Manhole Covers                               | 43.000<br>EACH                 | _____.     | _____.     |
| 0096                 | 612.0406<br>Pipe Underdrain Wrapped 6-Inch                         | 560.000<br>LF                  | _____.     | _____.     |



## Proposal Schedule of Items

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Proposal ID: 20171114015 Project(s): 2230-00-74, 2984-04-71

Federal ID(s): WISC 2017511, 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 |
|----------------------|--|--------------------------------|------------|------------|
| 0098                 | 619.1000<br>Mobilization   | 1.000<br>EACH                  | _____.     | _____.     |
| 0100                 | 621.0100<br>Landmark Reference Monuments                           | 1.000<br>EACH                  | _____.     | _____.     |
| 0102                 | 623.0200<br>Dust Control Surface Treatment                         | 34,866.000<br>SY               | _____.     | _____.     |
| 0104                 | 624.0100<br>Water  | 999.000<br>MGAL                | _____.     | _____.     |
| 0106                 | 625.0100<br>Topsoil  | 4,404.000<br>SY                | _____.     | _____.     |
| 0108                 | 628.1104<br>Erosion Bales  | 100.000<br>EACH                | _____.     | _____.     |
| 0110                 | 628.1504<br>Silt Fence   | 200.000<br>LF                  | _____.     | _____.     |
| 0112                 | 628.1520<br>Silt Fence Maintenance                                 | 50.000<br>LF                   | _____.     | _____.     |
| 0114                 | 628.1905<br>Mobilizations Erosion Control                          | 10.000<br>EACH                 | _____.     | _____.     |
| 0116                 | 628.1910<br>Mobilizations Emergency Erosion Control                | 5.000<br>EACH                  | _____.     | _____.     |
| 0118                 | 628.2008<br>Erosion Mat Urban Class I Type B                       | 100.000<br>SY                  | _____.     | _____.     |
| 0120                 | 628.7560<br>Tracking Pads  | 12.000<br>EACH                 | _____.     | _____.     |
| 0122                 | 629.0210<br>Fertilizer Type B                                      | 2.945<br>CWT                   | _____.     | _____.     |
| 0124                 | 631.0300<br>Sod Water  | 116.000<br>MGAL                | _____.     | _____.     |
| 0126                 | 631.1000<br>Sod Lawn   | 4,404.000<br>SY                | _____.     | _____.     |
| 0128                 | 632.0101<br>Trees (species) (size) (root) 01. RED MAPLE, B&B, 3.5" | 4.000<br>EACH                  | _____.     | _____.     |



## Proposal Schedule of Items

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Proposal ID: 20171114015 Project(s): 2230-00-74, 2984-04-71

Federal ID(s): WISC 2017511, 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 |
|----------------------|---|--------------------------------|------------|------------|
| 0130                 | 632.0101<br>Trees (species) (size) (root) 02.<br>COMMON BALD CYPRESS, B&B 3"    | 6.000<br>EACH                  | _____.     | _____.     |
| 0132                 | 632.0101<br>Trees (species) (size) (root) 03.<br>SUNBURST HONEY LOCUST, B&B, 3" | 15.000<br>EACH                 | _____.     | _____.     |
| 0134                 | 632.0101<br>Trees (species) (size) (root) 04.<br>UPRIGHT ENGLISH OAK, B&B, 3.5" | 11.000<br>EACH                 | _____.     | _____.     |
| 0136                 | 632.0101<br>Trees (species) (size) (root) 05.<br>CALLERY PEAR, B&B, 2.5"        | 12.000<br>EACH                 | _____.     | _____.     |
| 0138                 | 632.0101<br>Trees (species) (size) (root) 06.<br>AUTUMN BLAZE MAPLE, B&B, 3.5"  | 18.000<br>EACH                 | _____.     | _____.     |
| 0140                 | 632.0101<br>Trees (species) (size) (root) 07.<br>ACCOLADE ELM, B&B, 3"          | 6.000<br>EACH                  | _____.     | _____.     |
| 0142                 | 632.0101<br>Trees (species) (size) (root) 08.<br>JAPANESE TREE LILAC, B&B, 3"   | 10.000<br>EACH                 | _____.     | _____.     |
| 0144                 | 632.0101<br>Trees (species) (size) (root) 09. TULIP<br>TREE, B&B, 3"            | 4.000<br>EACH                  | _____.     | _____.     |
| 0146                 | 632.0101<br>Trees (species) (size) (root) 10.<br>CUMULUS SERVICEBERRY, B&B, 3"  | 1.000<br>EACH                  | _____.     | _____.     |
| 0148                 | 632.0101<br>Trees (species) (size) (root) 11.<br>KENTUCKY COFFEETREE, B&B, 3"   | 5.000<br>EACH                  | _____.     | _____.     |
| 0150                 | 632.0101<br>Trees (species) (size) (root) 12.<br>NORTHERN CATALPA, B&B, 3"      | 3.000<br>EACH                  | _____.     | _____.     |
| 0152                 | 632.9101<br>Landscape Planting Surveillance and<br>Care Cycles                  | 10.000<br>EACH                 | _____.     | _____.     |
| 0154                 | 634.0618<br>Posts Wood 4x6-Inch X 18-FT   | 3.000<br>EACH                  | _____.     | _____.     |



## Proposal Schedule of Items

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Proposal ID: 20171114015 Project(s): 2230-00-74, 2984-04-71

Federal ID(s): WISC 2017511, 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 |
|----------------------|--|--------------------------------|------------|------------|
| 0156                 | 634.0816<br>Posts Tubular Steel 2x2-Inch X 16-FT     | 9.000<br>EACH                  | _____.     | _____.     |
| 0158                 | 637.2210<br>Signs Type II Reflective H               | 170.063<br>SF                  | _____.     | _____.     |
| 0160                 | 638.2602<br>Removing Signs Type II                   | 10.000<br>EACH                 | _____.     | _____.     |
| 0162                 | 638.3000<br>Removing Small Sign Supports             | 9.000<br>EACH                  | _____.     | _____.     |
| 0164                 | 642.5401<br>Field Office Type D                      | 1.000<br>EACH                  | _____.     | _____.     |
| 0166                 | 643.0100<br>Traffic Control (project) 01. 2230-00-74 | 1.000<br>EACH                  | _____.     | _____.     |
| 0168                 | 643.0100<br>Traffic Control (project) 02. 2984-04-71 | 1.000<br>EACH                  | _____.     | _____.     |
| 0170                 | 643.0300<br>Traffic Control Drums                    | 31,801.000<br>DAY              | _____.     | _____.     |
| 0172                 | 643.0410<br>Traffic Control Barricades Type II       | 1,510.000<br>DAY               | _____.     | _____.     |
| 0174                 | 643.0420<br>Traffic Control Barricades Type III      | 20,268.000<br>DAY              | _____.     | _____.     |
| 0176                 | 643.0705<br>Traffic Control Warning Lights Type A    | 40,531.000<br>DAY              | _____.     | _____.     |
| 0178                 | 643.0715<br>Traffic Control Warning Lights Type C    | 1,066.000<br>DAY               | _____.     | _____.     |
| 0180                 | 643.0900<br>Traffic Control Signs                    | 27,362.000<br>DAY              | _____.     | _____.     |
| 0182                 | 644.1420.S<br>Temporary Pedestrian Surface Plywood   | 1,016.000<br>SF                | _____.     | _____.     |
| 0184                 | 644.1601.S<br>Temporary Curb Ramp                    | 4.000<br>EACH                  | _____.     | _____.     |
| 0186                 | 644.1616.S<br>Temporary Pedestrian Safety Fence      | 420.000<br>LF                  | _____.     | _____.     |
| 0188                 | 646.0106<br>Pavement Marking Epoxy 4-Inch            | 21,076.000<br>LF               | _____.     | _____.     |



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Federal ID(s): WISC 2017511, N/A

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Contract Items

Alt Set ID:

Alt Mbr ID:

| Proposal Line Number | Item ID Description   | Approximate Quantity and Units | Unit Price | Bid Amount |
|----------------------|---|--------------------------------|------------|------------|
| 0190                 | 646.0116<br>Pavement Marking Epoxy 6-Inch                               | 8,315.000<br>LF                | _____.     | _____.     |
| 0192                 | 646.0126<br>Pavement Marking Epoxy 8-Inch                               | 721.000<br>LF                  | _____.     | _____.     |
| 0194                 | 646.0600<br>Removing Pavement Markings                                  | 8,121.000<br>LF                | _____.     | _____.     |
| 0196                 | 647.0166<br>Pavement Marking Arrows Epoxy Type 2                        | 13.000<br>EACH                 | _____.     | _____.     |
| 0198                 | 647.0206<br>Pavement Marking Arrows Bike Lane Epoxy                     | 28.000<br>EACH                 | _____.     | _____.     |
| 0200                 | 647.0306<br>Pavement Marking Symbols Bike Lane Epoxy                    | 28.000<br>EACH                 | _____.     | _____.     |
| 0202                 | 647.0406<br>Pavement Marking Words Bike Lane Epoxy                      | 12.000<br>EACH                 | _____.     | _____.     |
| 0204                 | 647.0576<br>Pavement Marking Stop Line Epoxy 24-Inch                    | 257.000<br>LF                  | _____.     | _____.     |
| 0206                 | 647.0776<br>Pavement Marking Crosswalk Epoxy 12-Inch                    | 2,608.000<br>LF                | _____.     | _____.     |
| 0208                 | 647.0955<br>Removing Pavement Markings Arrows                           | 16.000<br>EACH                 | 90.00000   | 1,440.00   |
| 0210                 | 647.0960<br>Removing Pavement Markings Symbols                          | 15.000<br>EACH                 | _____.     | _____.     |
| 0212                 | 649.0400<br>Temporary Pavement Marking Removable Tape 4-Inch            | 11,432.000<br>LF               | _____.     | _____.     |
| 0214                 | 649.0402<br>Temporary Pavement Marking Paint 4-Inch                     | 11,646.000<br>LF               | _____.     | _____.     |
| 0216                 | 649.1200<br>Temporary Pavement Marking Stop Line Removable Tape 18-Inch | 37.000<br>LF                   | _____.     | _____.     |
| 0218                 | 650.4000<br>Construction Staking Storm Sewer                            | 116.000<br>EACH                | _____.     | _____.     |



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Contract Items

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|----------------------|--|--------------------------------|------------|------------|
| 0220                 | 650.4500<br>Construction Staking Subgrade  | 6,703.000<br>LF                | _____.     | _____.     |
| 0222                 | 650.5500<br>Construction Staking Curb Gutter and Curb & Gutter                     | 13,956.000<br>LF               | _____.     | _____.     |
| 0224                 | 650.7000<br>Construction Staking Concrete Pavement                                 | 6,423.000<br>LF                | _____.     | _____.     |
| 0226                 | 650.8500<br>Construction Staking Electrical Installations (project) 01. 2230-00-74 | LS                             | LUMP SUM   | _____.     |
| 0228                 | 650.8500<br>Construction Staking Electrical Installations (project) 02. 2984-04-71 | LS                             | LUMP SUM   | _____.     |
| 0230                 | 650.9910<br>Construction Staking Supplemental Control (project) 01. 2230-00-74     | LS                             | LUMP SUM   | _____.     |
| 0232                 | 650.9910<br>Construction Staking Supplemental Control (project) 02. 2984-04-71     | LS                             | LUMP SUM   | _____.     |
| 0234                 | 650.9920<br>Construction Staking Slope Stakes                                      | 6,703.000<br>LF                | _____.     | _____.     |
| 0236                 | 652.0220<br>Conduit Rigid Nonmetallic Schedule 40 1 1/2-Inch                       | 650.000<br>LF                  | _____.     | _____.     |
| 0238                 | 652.0225<br>Conduit Rigid Nonmetallic Schedule 40 2-Inch                           | 6,352.000<br>LF                | _____.     | _____.     |
| 0240                 | 652.0230<br>Conduit Rigid Nonmetallic Schedule 40 2 1/2-Inch                       | 13,420.000<br>LF               | _____.     | _____.     |
| 0242                 | 652.0235<br>Conduit Rigid Nonmetallic Schedule 40 3-Inch                           | 1,370.000<br>LF                | _____.     | _____.     |
| 0244                 | 652.0325<br>Conduit Rigid Nonmetallic Schedule 80 2-Inch                           | 435.000<br>LF                  | _____.     | _____.     |



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Alt Set ID:

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| Proposal Line Number | Item ID Description   | Approximate Quantity and Units | Unit Price | Bid Amount |
|----------------------|---|--------------------------------|------------|------------|
| 0246                 | 652.0330<br>Conduit Rigid Nonmetallic Schedule 80 2 1/2-Inch  | 2,670.000<br>LF                | _____.     | _____.     |
| 0248                 | 652.0335<br>Conduit Rigid Nonmetallic Schedule 80 3-Inch  | 970.000<br>LF                  | _____.     | _____.     |
| 0250                 | 652.0605<br>Conduit Special 2-Inch  | 290.000<br>LF                  | _____.     | _____.     |
| 0252                 | 652.0615<br>Conduit Special 3-Inch  | 116.000<br>LF                  | _____.     | _____.     |
| 0254                 | 654.0101<br>Concrete Bases Type 1   | 8.000<br>EACH                  | _____.     | _____.     |
| 0256                 | 654.0102<br>Concrete Bases Type 2   | 4.000<br>EACH                  | _____.     | _____.     |
| 0258                 | 654.0110<br>Concrete Bases Type 10  | 5.000<br>EACH                  | _____.     | _____.     |
| 0260                 | 655.0230<br>Cable Traffic Signal 5-14 AWG   | 997.000<br>LF                  | _____.     | _____.     |
| 0262                 | 655.0260<br>Cable Traffic Signal 12-14 AWG  | 3,028.000<br>LF                | _____.     | _____.     |
| 0264                 | 655.0515<br>Electrical Wire Traffic Signals 10 AWG  | 1,933.000<br>LF                | _____.     | _____.     |
| 0266                 | 655.0900<br>Traffic Signal EVP Detector Cable   | 901.000<br>LF                  | _____.     | _____.     |
| 0268                 | 656.0200<br>Electrical Service Meter Breaker Pedestal (location) 01. S. 31ST ST & W. GREENFIELD AVE | LS                             | LUMP SUM   | _____.     |
| 0270                 | 656.0200<br>Electrical Service Meter Breaker Pedestal (location) 02. S. 21ST ST & W. GREENFIELD AVE | LS                             | LUMP SUM   | _____.     |
| 0272                 | 657.0100<br>Pedestal Bases  | 8.000<br>EACH                  | _____.     | _____.     |
| 0274                 | 657.0255<br>Transformer Bases Breakaway 1 1/2-Inch Bolt Circle                                      | 4.000<br>EACH                  | _____.     | _____.     |





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|----------------------|---|--------------------------------|------------|------------|
| 0276                 | 657.0305<br>Poles Type 2  | 4.000<br>EACH                  | _____.     | _____.     |
| 0278                 | 657.0425<br>Traffic Signal Standards Aluminum 15-FT   | 8.000<br>EACH                  | _____.     | _____.     |
| 0280                 | 658.0110<br>Traffic Signal Face 3-12 Inch Vertical  | 26.000<br>EACH                 | _____.     | _____.     |
| 0282                 | 658.0215<br>Backplates Signal Face 3 Section 12-Inch  | 4.000<br>EACH                  | _____.     | _____.     |
| 0284                 | 658.0412<br>Pedestrian Signal Face 12-Inch  | 16.000<br>EACH                 | _____.     | _____.     |
| 0286                 | 658.0500<br>Pedestrian Push Buttons   | 8.000<br>EACH                  | _____.     | _____.     |
| 0288                 | 658.0600<br>Led Modules 12-Inch Red Ball  | 26.000<br>EACH                 | _____.     | _____.     |
| 0290                 | 658.0605<br>Led Modules 12-Inch Yellow Ball   | 26.000<br>EACH                 | _____.     | _____.     |
| 0292                 | 658.0610<br>Led Modules 12-Inch Green Ball  | 26.000<br>EACH                 | _____.     | _____.     |
| 0294                 | 658.0660<br>Led Modules Countdown Timer 12-Inch   | 16.000<br>EACH                 | _____.     | _____.     |
| 0296                 | 658.5069<br>Signal Mounting Hardware (location) 01.<br>S. 31ST ST & W. GREENFIELD AVE                       | LS                             | LUMP SUM   | _____.     |
| 0298                 | 658.5069<br>Signal Mounting Hardware (location) 02.<br>S. 21ST ST & W. GREENFIELD AVE                       | LS                             | LUMP SUM   | _____.     |
| 0300                 | 661.0200<br>Temporary Traffic Signals for<br>Intersections (location) 01. S. 31ST ST &<br>W. GREENFIELD AVE | LS                             | LUMP SUM   | _____.     |
| 0302                 | 661.0200<br>Temporary Traffic Signals for<br>Intersections (location) 02. S. 21ST ST &<br>W. GREENFIELD AVE | LS                             | LUMP SUM   | _____.     |
| 0304                 | 690.0150<br>Sawing Asphalt  | 1,905.000<br>LF                | _____.     | _____.     |



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Contract Items

Alt Set ID:

Alt Mbr ID:

| Proposal Line Number | Item ID Description  | Approximate Quantity and Units | Unit Price | Bid Amount |
|----------------------|--|--------------------------------|------------|------------|
| 0306                 | 690.0250<br>Sawing Concrete  | 6,498.000<br>LF                | _____.     | _____.     |
| 0308                 | 715.0415<br>Incentive Strength Concrete Pavement   | 10,075.000<br>DOL              | 1.00000    | 10,075.00  |
| 0310                 | ASP.1T0A<br>On-the-Job Training Apprentice at \$5.00/HR                                  | 2,400.000<br>HRS               | 5.00000    | 12,000.00  |
| 0312                 | ASP.1T0G<br>On-the-Job Training Graduate at \$5.00/HR                                    | 1,400.000<br>HRS               | 5.00000    | 7,000.00   |
| 0314                 | SPV.0060<br>Special 01. Concrete Base Type 10 Special                                    | 3.000<br>EACH                  | _____.     | _____.     |
| 0316                 | SPV.0060<br>Special 02. Poles Type 9   | 5.000<br>EACH                  | _____.     | _____.     |
| 0318                 | SPV.0060<br>Special 03. Poles Type 12 Special  | 3.000<br>EACH                  | _____.     | _____.     |
| 0320                 | SPV.0060<br>Special 04. Monotube Arms 30-Ft  | 1.000<br>EACH                  | _____.     | _____.     |
| 0322                 | SPV.0060<br>Special 05. Monotube Arms 35-Ft  | 3.000<br>EACH                  | _____.     | _____.     |
| 0324                 | SPV.0060<br>Special 06. Fiberglass Polymer Concrete Pull Box 13-Inch X 24-Inch X 24-Inch | 173.000<br>EACH                | _____.     | _____.     |
| 0326                 | SPV.0060<br>Special 07. Inlet Screen Type M  | 170.000<br>EACH                | _____.     | _____.     |
| 0328                 | SPV.0060<br>Special 08. Utility Line Opening (ULO)                                       | 4.000<br>EACH                  | _____.     | _____.     |
| 0330                 | SPV.0060<br>Special 09. CONSTRUCTION STAKING CURB RAMPS                                  | 127.000<br>EACH                | _____.     | _____.     |
| 0332                 | SPV.0060<br>Special 10. INLET SCREEN TYPE R  | 131.000<br>EACH                | _____.     | _____.     |
| 0334                 | SPV.0060<br>Special 11. CATCH BASINS TYPE 44A  | 81.000<br>EACH                 | _____.     | _____.     |



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|----------------------|--|--------------------------------|------------|------------|
| 0336                 | SPV.0060<br>Special 12. CATCH BASINS TYPE 44B  | 14.000<br>EACH                 | _____.     | _____.     |
| 0338                 | SPV.0060<br>Special 13. MANHOLE COVERS TYPE 58A  | 42.000<br>EACH                 | _____.     | _____.     |
| 0340                 | SPV.0060<br>Special 14. INLET COVERS TYPE 57   | 119.000<br>EACH                | _____.     | _____.     |
| 0342                 | SPV.0060<br>Special 15. ADJUSTING WATER BOXES  | 239.000<br>EACH                | _____.     | _____.     |
| 0344                 | SPV.0060<br>Special 16. WATER MAIN PROTECTION  | 2.000<br>EACH                  | _____.     | _____.     |
| 0346                 | SPV.0060<br>Special 17. FIBERGLASS POLYMER CONCRETE PULL BOX 17-INCH X 30-INCH X 24-INCH | 22.000<br>EACH                 | _____.     | _____.     |
| 0348                 | SPV.0060<br>Special 18. ADJUSTING TES MANHOLE COVERS                                     | 13.000<br>EACH                 | _____.     | _____.     |
| 0350                 | SPV.0060<br>Special 19. INSTALLING CONDUIT INTO EXISTING MANHOLE                         | 2.000<br>EACH                  | _____.     | _____.     |
| 0352                 | SPV.0060<br>Special 20. 4' DIAMETER MANHOLE TYPE TES                                     | 9.000<br>EACH                  | _____.     | _____.     |
| 0354                 | SPV.0060<br>Special 21. SAWING CONCRETE-ENCASED DUCT PACKAGE                             | 1.000<br>EACH                  | _____.     | _____.     |
| 0356                 | SPV.0060<br>Special 22. PEDESTRIAN COUNTDOWN SIGNAL FACE 12-INCH                         | 16.000<br>EACH                 | _____.     | _____.     |
| 0358                 | SPV.0060<br>Special 23. MONOTUBE ARMS 25-FT  | 4.000<br>EACH                  | _____.     | _____.     |
| 0360                 | SPV.0060<br>Special 24. EVP DETECTOR HEAD  | 4.000<br>EACH                  | _____.     | _____.     |
| 0362                 | SPV.0060<br>Special 25. EVP PHASE SELECTOR CARD  | 2.000<br>EACH                  | _____.     | _____.     |



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|----------------------|---|--------------------------------|------------|------------|
| 0364                 | SPV.0060<br>Special 26. EVP CONFIRMATION LIGHT ASSEMBLY                                     | 4.000<br>EACH                  | _____.     | _____.     |
| 0366                 | SPV.0090<br>Special 01. 4-INCH CEMENT ENCASED NONMETALLIC CONDUIT 6-DUCT                    | 3,888.000<br>LF                | _____.     | _____.     |
| 0368                 | SPV.0090<br>Special 02. 4-INCH CEMENT ENCASED NONMETALLIC CONDUIT 5-DUCT                    | 19.000<br>LF                   | _____.     | _____.     |
| 0370                 | SPV.0090<br>Special 03. 4-INCH CEMENT ENCASED NONMETALLIC CONDUIT 4-DUCT                    | 37.000<br>LF                   | _____.     | _____.     |
| 0372                 | SPV.0090<br>Special 04. 4-INCH CEMENT ENCASED NONMETALLIC CONDUIT 3-DUCT                    | 32.000<br>LF                   | _____.     | _____.     |
| 0374                 | SPV.0090<br>Special 05. 4-INCH CEMENT ENCASED NONMETALLIC CONDUIT 2-DUCT                    | 279.000<br>LF                  | _____.     | _____.     |
| 0376                 | SPV.0090<br>Special 06. 4-INCH CEMENT ENCASED NONMETALLIC CONDUIT 1-DUCT                    | 25.000<br>LF                   | _____.     | _____.     |
| 0378                 | SPV.0090<br>Special 07. CABLE TYPE UF 2-14 AWG  | 901.000<br>LF                  | _____.     | _____.     |
| 0380                 | SPV.0090<br>Special 08. CONCRETE CURB & GUTTER INTEGRAL 31-INCH                             | 92.000<br>LF                   | _____.     | _____.     |
| 0382                 | SPV.0090<br>Special 09. Construction Staking Concrete Sidewalk                              | 10,898.000<br>LF               | _____.     | _____.     |
| 0384                 | SPV.0090<br>Special 10. Fiber Optic Cable Outdoor Plant 72-CT                               | 7,450.000<br>LF                | _____.     | _____.     |
| 0386                 | SPV.0105<br>Special 01. VEHICULAR MICROWAVE DETECTION SYSTEM S. 31ST ST & W. GREENFIELD AVE | LS                             | LUMP SUM   | _____.     |
| 0388                 | SPV.0105<br>Special 02. VEHICULAR MICROWAVE DETECTION SYSTEM S. 21ST ST & W. GREENFIELD AVE | LS                             | LUMP SUM   | _____.     |



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| 0390                 | SPV.0105<br>Special 03. INST CITY-FURN TRAF SIG<br>CAB TRAF SIG CONT & FOUND S<br>31ST & W GREENFIELD AVE | LS                             | LUMP SUM   | _____.     |
| 0392                 | SPV.0105<br>Special 04. INST CITY-FURN TRAF SIG<br>CAB TRAF SIG CONT & FOUND S<br>21ST & W GREENFIELD AVE | LS                             | LUMP SUM   | _____.     |
| 0394                 | SPV.0105<br>Special 05. CONCRETE PAVEMENT<br>JOINT LAYOUT   | LS                             | LUMP SUM   | _____.     |
| 0396                 | SPV.0165<br>Special 01. COLORED CONCRETE<br>SIDEWALK 5-INCH   | 8,422.000<br>SF                | _____.     | _____.     |
| 0398                 | SPV.0170<br>Special 01. TEST ROLLING  | 132.000<br>STA                 | _____.     | _____.     |
| 0400                 | SPV.0180<br>Special 01. JOINT SEALING   | 33,582.000<br>SY               | _____.     | _____.     |
| 0402                 | SPV.0195<br>Special 01. Management Of Solid Waste   | 30.000<br>TON                  | _____.     | _____.     |
| Section: 0001        |   |                                | Total:     | _____.     |
|                      |   |                                | Total Bid: | _____.     |

**PLEASE ATTACH SCHEDULE OF ITEMS HERE**