

**HIGHWAY WORK PROPOSAL**

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

Proposal Number:

**36**

<u>COUNTY</u>	<u>STATE PROJECT ID</u>	<u>FEDERAL PROJECT ID</u>	<u>PROJECT DESCRIPTION</u>	<u>HIGHWAY</u>
Racine	1030-24-70	WISC 2017 607	N-S Freeway STH 11 Interchange East Frontage Rd	IH 94
Racine	1030-24-74	WISC 2017 608	N-S Freeway STH 11 Interchange W. Frontage Rd & 58 <sup>th</sup> Rd	IH 94
Racine	1030-24-77	WISC 2017 609	N-S Freeway CTH KR to STH 11 East Frontage Road	IH 94
Racine	1030-24-78	WISC 2017 610	N-S Freeway CTH KR to STH 11 West Frontage Road	IH 94
Racine	1033-02-77	WISC 2017 611	N-S Freeway STH 11 to STH 20 East Frontage Road	IH 94
Racine	1033-02-78	WISC 2017 612	N-S Freeway STH 11 to STH 20 West Frontage Road	IH 94

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

Proposal Guaranty Required, \$ 360,000.00 Payable to: Wisconsin Department of Transportation	Attach Proposal Guaranty on back of this PAGE.
Bid Submittal Due Date: November 14, 2017 Time (Local Time): 9:00 AM	Firm Name, Address, City, State, Zip Code
Contract Completion Time November 16, 2018	<div style="text-align: center;"> <h1>SAMPLE</h1> <h2>NOT FOR BIDDING PURPOSES</h2> </div>
Assigned Disadvantaged Business Enterprise Goal <div style="text-align: right;">10 %</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 Removals, grading, base aggregate, HMA pavement, storm sewer, culverts, erosion control, permanent signing, traffic control, pavement markings.	
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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71.	Grade, Shape, and Finish Ditch Project 1033-02-77 CTH K to CTH G East Frontage Road, Item SPV.0105.099. ....	120



72.	Remove Traffic Signals IH 94 West Frontage Road, Item SPV.0105.309.....	121
73.	Select Subbase, Item SPV.0195.006.....	122
74.	Manholes 4-FT Diameter Special, Item SPV.0200.002. ....	123

## **SPECIAL PROVISIONS**

### **1. General.**

Perform Perform the work under this construction contract for Project IDs:

1030-24-70, IH 94 N-S Freeway STH 11 Interchange, East Frontage Rd,  
1030-24-74, IH 94 N-S Freeway STH 11 Interchange, West Frontage Rd & 58th Rd,  
1030-24-77, IH 94 N-S Freeway CTH KR to STH 11, East Frontage Road,  
1030-24-78, IH 94 N-S Freeway CTH KR to STH 11, West Frontage Road,  
1033-02-77, IH 94 N-S Freeway STH 11 to STH 20, East Frontage Road,  
1033-02-78, IH 94 N-S Freeway STH 11 to STH 20, West Frontage Road,

all located in Racine County, Wisconsin as the plans show and execute the work as specified in the State of Wisconsin, Department of Transportation, Standard Specifications for Highway and Structure Construction, 2017 Edition, as published by the department, and these special provisions.

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

100-005 (20161130)

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

The work under this contract shall consist of removals, grading, base aggregate, HMA pavement, storm sewer, culverts, erosion control, permanent signing, traffic control, pavement markings, restoration and all incidental items necessary to complete the work as shown on the plans and included in the proposal and contract.

104-005 (20090901)

### **3. Prosecution and Progress.**

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

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

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

1030-24-70, 1030-24-74, 1030-24-77, 1030-24-78,  
1033-02-77, 1033-02-78

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

Do not begin construction on Projects 1030-24-70/74/77/78 and Projects 1033-02-77/78 until the Section 404 permit has been approved. The department anticipates approval of this permit February 15, 2018.

Complete construction on the West Frontage Road first, before beginning construction on the East Frontage Road.

Coordinate construction operations with utility work crews on both the East Frontage Road and West Frontage Road.

Project 1030-24-78: Final grading and restoration for the West Frontage Road 48-inch storm sewer ditch outfall from navigable waterway UT-18 (Station 4696+50, LT) to storm sewer structure 415 (Station 4699+80, LT) must be completed a minimum of three weeks prior to allowing water to discharge through it. Grading is to be completed per the plan cross sections and restoration including installation of topsoil, seed, fertilizer, erosion mat, rip-rap, level spreader and any other features as shown in the plans.

Complete construction operations on the West Frontage Road, and 58th Road from Station 34+00 to Station 49+00 to the stage necessary to reopen it to through traffic prior to 12:01 AM August 1, 2018. Do not reopen until completing the following work: all work through HMA pavement, base aggregate shoulders, permanent signing, and pavement marking, as well as obliterating the existing West Frontage Road from Station 8764+75 to 8774+50 and 4756+30 to 4759+98.

If the contractor fails to complete the work necessary to reopen West Frontage Road and 58th Road from Station 34+00 to Station 49+00 to through traffic prior to 12:01 AM August 1, 2018, the department will assess the contractor \$4,000 in interim liquidated damages for each calendar day that the roadway remains closed after 12:01 AM, August 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.

Complete construction operations on the northeast portion of the East Frontage Road from STH 11 (Station 5755+46) to Louis Sorenson Road (Station 5789+50), and on Louis Sorenson Road, and on Private Driveway "A" to the stage necessary to reopen it to through traffic prior to 12:01 AM September 24, 2018. Do not reopen until completing the following work: all work through HMA pavement, base aggregate shoulders, permanent signing, and pavement marking.

If the contractor fails to complete the work necessary to reopen East Frontage Road from STH 11 (Station 5755+46) to Louis Sorenson Road (Station 5789+50) and Louis Sorenson Road to through traffic prior to 12:01 AM September 24, 2018, the department will assess the contractor \$4,000 in interim liquidated damages for each calendar day that the roadway

remains closed after 12:01 AM, September 24, 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 before completing all work specified in the contract, additional liquidated damages will be affixed according to standard spec 108.11 and these special provisions.

Project 1030-24-70: within two weeks of the completion of the northeast portion of the East Frontage Road from STH 11 (Station 5755+46) to Louis Sorenson Road (Station 5789+50), Louis Sorenson Road, and Private Driveway "A", obliterate and perform restoration for the existing East Frontage Road from 58<sup>th</sup> Road (Station 7764+30) to the north (Station 7781+25).

*Replace standard spec 108.11 paragraph (3) as follows:*

The department will assess \$4,000 in daily liquidated damages. These liquidated damages reflect the cost of engineering, supervision, and a portion of road user costs.  
stp-108-055 (20130615)

#### **Interim and Final Completion of Work**

*Supplement standard spec 108.10 with the following:*

The department will not grant time extensions for the following:

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

Each day is defined as a twenty-four hour period beginning at 12:01 AM.  
sef-108-015 (20170330)

#### **Fish Spawning**

There shall be no instream disturbance of the following waterways as a result of construction activity under or for this contract, from March 1 to June 15 both dates inclusive, in order to avoid adverse impacts upon the spawning of fish species.

- Unnamed Tributary to Kilbourn Road Ditch, located at CTH KR to STH 11 East Frontage Road Station 5664+70 (Project 1030-24-77).
- UT-18 to Kilbourn Road Ditch, located at CTH KR to STH 11 East Frontage Road Station 5693+80 (Project 1030-24-77), IH 94 Station 695+35, West Frontage Road Station 4696+55 (Project 1030-24-78).
- Hoods Creek, located at STH 11 to STH 20 East Frontage Road Station 5822+90 (Project 1033-02-77), IH 94 Station 822+65, West Frontage Road Station 4822+60 (Project 1033-02-78).

Any change to this limitation will require submitting a written request by the contractor to the engineer, subsequent review and concurrence by the Department of Natural Resources in the request, and final approval by the engineer. The approval will include all conditions to the request as mutually agreed upon by WisDOT and DNR.

**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.

**Winter Maintenance**

Racine County will perform snow removal operations for freeway and ramp lanes that are open to traffic. The Village of Mount Pleasant and Town of Yorkville will perform snow removal operations for local streets that are open to traffic. Provide for snow removal in those areas closed to traffic as required to facilitate safe construction operations and as required to eliminate snow melt run-off from crossing active roadways. Provide Racine County Highway Maintenance and Racine County Sheriff's Department with a 24-hour emergency contact number for when maintenance is required.

sef-999-060 (20120330)

**A Schedule of Operations**

One Frontage Road along IH 94 Mainline shall remain open throughout this contract. Do not close the West Frontage Road at the same time as the across same location East Frontage Road.

Keep all lanes of IH 94 and all interchange ramps open under this contract at all times, except as allowed in these special provisions.

Keep the IH 94 outside shoulder open at all times. When work operations are actively proceeding adjacent to the IH 94 outside shoulder, traffic control drums shall be placed along the outside edge of the IH 94 shoulder as shown in the plans and as approved by the engineer.

Provide gaps in the work zone as needed to maintain local traffic to adjacent properties. Keep the Park and Ride Lot, in the southeast quadrant of the STH 11 Interchange, open to traffic.

The department anticipates that the schedule for each stage shall be as follows below, unless modifications are approved in writing by the engineer.

**Stage 1** activities shall include:

- All West Frontage Rd work on Project 1030-24-78 (CTH KR to STH 11)
- All West Frontage Rd work on Project 1030-24-74 (STH 11 Interchange)
- All West Frontage Rd work on Project 1033-02-78 (STH 11 to STH 20)
- 58<sup>th</sup> Road work from Station 34+00 to Station 49+00 on Project 1030-24-74 (STH 11 Interchange)
- Ditch grading and culvert pipe cleaning along STH 11 from approximately Station 126+50 to Station 135+00 LT on Project 1030-24-74 (STH 11 Interchange)

Close the West Frontage Road and 58<sup>th</sup> Road to through traffic as shown in the plans. Close the following roads to through traffic as shown in the plans: Braun Road, 56<sup>th</sup> Road, Leetsbir Road, and Grandview Parkway.

Construct the West Frontage Road and portions of 58<sup>th</sup> Road and side roads as shown in the plans. Keep the East Frontage Road open to traffic. Keep STH 11 open to traffic.

Do not begin work on the East Frontage Road, 58<sup>th</sup> Road from Station 49+00 to Station 62+00, and Access Road “B” until the work on the West Frontage Road and 58<sup>th</sup> Road from Station 34+00 to Station 49+00 is complete and the roadways are open to through traffic.

**Stage 2** activities shall include:

- All East Frontage Rd work on Project 1030-24-77 (CTH KR to STH 11)
- All East Frontage Rd work on Project 1030-24-70 (STH 11 Interchange)
- All East Frontage Rd work on Project 1033-02-77 (STH 11 to STH 20)
- 58<sup>th</sup> Road work from Station 49+00 to Station 57+72 on Project 1030-24-74 and from Station 57+72 to Station 62+00 on Project 1030-24-70 (STH 11 Interchange)
- All Access Road “B” work

Close the East Frontage Road and 58<sup>th</sup> Road to through traffic under as shown in the plans. Close Braun Road to through traffic as shown in the plans. Keep Access Road “B” open to local traffic. Close Louis Sorenson Road as shown in the plans.

While constructing storm sewer on Braun Road between the East and West Frontage Road under Project 1030-24-77, completely close Braun Road between the East and West Frontage Road, for the minimum amount of time needed to construct and backfill the storm sewer and repave Braun Road.

Construct the East Frontage Road and portions of 58<sup>th</sup> Road and side roads as shown in the plans. Keep the West Frontage Road open to traffic. Keep STH 11 open to traffic.

#### **B Work Restrictions**

Comply with all local ordinances that apply to work operations, including those pertaining to working during nighttime work hours. Any ordinance variance issued by the municipality or required permits shall be furnished to the engineer, by the contractor, in writing three working days before performing such work.

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

Maintain access to all commercial and private properties along the West Frontage Road and the East Frontage Road at all times unless otherwise noted in the plan and except during construction of the driveways. During driveway construction, do not close any driveway approach or remove from service without providing five days' notice to the occupants of the premises to remove their vehicles prior to driveway removal or closing of the driveway approach access. Replace the driveway as expeditiously as possible to minimize the inconvenience to the occupants whose driveway has been removed or closed.

### **4. Traffic.**

#### **General**

The construction sequence, including the associated traffic control, shall be substantially accomplished as detailed in the Traffic Control Plans, and as described herein.

Utilize flaggers, signs, barricades, and drums as may be 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, inlets, and hydrants.

Coordinate traffic requirements under this contract with other adjacent and concurrent Department of Transportation or local municipality projects. Implement and coordinate with other contractors all traffic control as shown on the plans. Modifications to the traffic control plan may be required by the engineer to be safe and consistent with adjacent work by others.

Unless detailed in the plans, do not begin or continue any work that closes traffic lanes outside the allowed time periods specified in this article.

Submit all traffic control change requests to the engineer at least 48 hours prior to an actual traffic control change. A request does not constitute approval.

### **Emergency Vehicle Access**

Maintain emergency vehicular access at all times to all through roadways located along the West Frontage Road and the East Frontage Road.

### **Local Vehicle Access**

Maintain local vehicular access at all times to all driveways located along the IH 94 frontage roads, and all the other side roads within the project limits unless otherwise noted in the plans. Notify the property occupant five days in advance of the driveway reconstruction to verify closure or staged driveway construction methods. Construct driveway approaches to commercial businesses in stages or provide temporary access such that access to commercial property is provided at all times during the life of the project. Temporary access may be constructed with and paid for as Base Aggregate Dense 1¼-inch. Maintain at least one access to businesses at all times.

### **Park and Ride Lot Access**

Maintain access at all times to the Park and Ride Lot located in the southeast quadrant of the STH 11 Interchange. Perform construction operations in stages to provide paved access to the Park and Ride Lot, or provide temporary access to the Park and Ride Lot constructed with and paid for as Base Aggregate Dense 1¼-inch. Provide an access surface suitable for and traversable by buses.

### **Apple Holler Access**

Maintain access at all times from CTH KR via the West Frontage Road to Apple Holler located on the south end of the West Frontage Road of Project 1030-24-78. Perform construction operations in stages or provide temporary access such that access to all driveways at Apple Holler is provided at all times during the life of the project. Temporary access may be constructed with and paid for as Base Aggregate Dense 1¼-inch.

Contact the owner (David Flannery, (262) 886-8500) a minimum of three weeks in advance of any road closures due to construction. The engineer will attempt to contact the owner on a weekly basis via a weekly traffic meeting or phone call regarding project work.

Mount “Road Open to Apple Holler” signs or other directional signs provided by the property owner on barricades located at the direction of the engineer. The engineer will coordinate the number of signs and locations with the property owner.

### **Contractor Coordination**

Hold weekly scheduling meetings to discuss the near term schedule activities, address any long-term schedule issues, and discuss any relevant technical issues. Develop a rolling three week schedule identifying the previous week worked and a two week “look ahead”. Provide sufficient detail to include actual and planned activities and all the subcontractors for offsite and construction activities, addressing all activities including ramp and lane closure schedules to be performed and identifying issues requiring engineering action or input. Submit plans for



all traffic control for review by the engineer and approval a minimum of one week prior to implementation.

### **Wisconsin Lane Closure System Advance Notification**

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

**TABLE 108-1 CLOSURE TYPE AND REQUIRED MINIMUM ADVANCE NOTIFICATION**

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

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

stp-108-057 (20161130)

### **Staging**

Perform construction operations on the East and West Frontage Roads in stages as shown in the traffic control/construction staging plan and in the Prosecution and Progress article.

### **Detours**

Prior to beginning work on the West Frontage Road, close the West Frontage Road to through traffic and detour the traffic via the East Frontage Road as shown in the plans. Do not reopen the West Frontage Road to through traffic until all items of work through upper HMA layers, base aggregate shoulders, permanent signing, and pavement marking have been completed.

Prior to beginning work on the East Frontage Road, close the East Frontage Road to through traffic and detour the traffic via the West Frontage Road as shown in the plans. Do not reopen the East Frontage Road to through traffic until all items of work through upper HMA layers, base aggregate shoulders, permanent signing, and pavement marking have been completed.

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

Do not perform work on, nor haul materials of any kind along or across any portion of the highway carrying IH 94 or STH 11 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 Friday, June 29, 2018 to 6:00 AM Monday, July 9, 2018 for Independence Day;
- From noon Friday, August 31, 2018 to 6:00 AM Tuesday, September 4, 2018 for Labor Day.

107-005 (20050502)

## **6. Utilities.**

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

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

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

Some utility work, as described below, is dependent on prior work being performed by the contractor at a specific site. Provide the engineer and the affected utility a good faith notice of when the utility is to start work at the site. Notice shall be given 14 to 16 calendar days in advance of when the site will be available to the utility. Follow up with a confirmation notice to the engineer and the utility not less than 3 working days before the site will be ready for the utility to begin its work.

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

Utility companies will be performing utility work and adjustments within the limits and during the life of the project. The contractor shall cooperate and coordinate construction activities with these companies.

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

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

Known utilities in the project area are as follows:

### **1030-24-70**

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

- An existing overhead communications line beginning beyond the southerly project limits and running northerly along the easterly IH 94 right-of-way, crossing the East Frontage Road at Station 3743+00, and continuing northerly to a pole at Station 3743+65, 35'LT. From there the line runs northeasterly to a pole at Station 3752+13, 187'LT where it turns and runs easterly to a pole at Station 3753+34, 32'LT and then continues easterly, crossing the East Frontage Road at Station 3753+51, and continues easterly to beyond the project limits. Prior to construction, AT&T will relocate portions of this line in conjunction with We Energies pole relocations hereinafter described.
- An existing underground communications line beginning at a pole at Station 3753+34, 32'LT and running northerly and ending at a pedestal at Station 3754+38, 84'LT. AT&T will relocate portions of this line in conjunction with We Energies pole relocations hereinafter described.
- An existing underground communications line beginning at a pole at Station 3753+34, 32'LT and running northeasterly along the west side of the East Frontage Road to Station 3758+04, 34'LT. From there the line runs easterly, crossing the East Frontage Road at Station 3758+06, and continues easterly to a pedestal at Station 3758+07, 67'RT. From there the line runs northeasterly to beyond the project limits. Prior to construction, AT&T will construct a new overhead communications line in conjunction with We Energies pole relocations hereinafter described. AT&T will also relocate portions of this line beginning at a new We Energies pole at Station 3758+41, 97'LT and running southerly and easterly, crossing the East Frontage Road, and continuing easterly to the existing pedestal at Station 3758+07, 67'RT.
- An existing underground communications line beginning at a pedestal at Station 3758+07, 67'RT and running northerly, crossing STH 11 at Station 145+20, and continuing northerly along the easterly right-of-way of the East Frontage Road to Station 59+91, 39'RT. From there the line continues northerly, crossing 58<sup>th</sup> Road at Station, and continue northeasterly and ends at a pole at Station 60+13, 24'LT. Prior to construction, AT&T will discontinue this line in place and construct a new overhead communications line along the west side of the East Frontage Road in conjunction with We Energies pole relocations hereinafter described. AT&T will

also construct a new underground line beginning at a new We Energies pole at Station 58+89, 54'RT and running easterly, crossing the East Frontage Road, and continuing easterly to the easterly right-of-way, where it will turn and run northerly, crossing 58<sup>th</sup> Road, and continue northerly and end at a new We Energies pole at Station 60+49, 34'LT.

- An existing underground communications line beginning beyond the westerly project limits and running easterly along a line 82' northerly of the STH 11 reference line, crossing the East Frontage Road at Station 5755+61, and continuing easterly to beyond the project limits. This line will remain in place without adjustment.
- An existing underground communications line beginning at Station 59+91, 39'RT and running westerly, crossing the East Frontage Road at Station 5761+79, and continuing westerly to Station 59+10, 27'RT. From there the line continues westerly along the south side of 58<sup>th</sup> Road to beyond the project limits. AT& T will discontinue this line in place prior to construction.
- An existing overhead communications line beginning beyond the westerly project limits and running easterly along the south side of 58<sup>th</sup> Road, crossing the East Frontage Road at Station 5761+97, and continuing easterly to beyond the project limits. Prior to construction, AT&T will relocate this line to the new southerly right-of-way of 58<sup>th</sup> Road from beyond the westerly project limits to a new We Energies pole at Station 58+89, 54'RT.
- An existing underground communications line beginning beyond the westerly project limits and running easterly along the northerly right-of-way of 58<sup>th</sup> Road, crossing the East Frontage Road at Station 5762+73, and continuing easterly to beyond the project limits. Prior to construction, AT&T will reconstruct this underground line beginning beyond the westerly project limits and running easterly along the northerly right-of-way of 58<sup>th</sup> Road, crossing the East Frontage Road and continuing easterly to beyond the project limits.
- An existing underground communications line beginning at a We Energies pole at Station 767+55, 158'RT and running easterly to Station 767+52, 174'RT where it turns and runs southerly to Station 52+03, 59'LT. From there it turns and runs easterly along the northerly right-of-way of 58<sup>th</sup> Road to beyond the project limits. Prior to construction, AT&T will discontinue this line in place and construct a new underground crossing of IH 94 in conjunction with We Energies beginning beyond the westerly project limits and running easterly across IH 94, crossing the East Frontage Road, and continuing easterly to Station 765+51, 203'RT. From there the line will turn and run southerly along the easterly right-of-way to Station 764+98, 203'RT where it will turn and run easterly along the north side of 58<sup>th</sup> Road and end at a new We Energies pole at Station 52+71, 64'LT.
- An existing overhead communications line on We Energies poles beginning at a pole at Station 767+55, 158'RT and running northerly along the easterly IH 94 right-- northerly along the right-of-way, crossing Louis Sorenson Road at Station 51L+70, and continuing northerly to beyond the project limits. AT&T will remove portions and reconstruct portions of this line in conjunction with We Energies pole relocations as hereinafter described.

- Prior to construction, AT&T will construct a new overhead communications line on We Energies poles along the new right-of-way of the East Frontage Road between a new We Energies pole at the south side of 58<sup>th</sup> Road at Station 58+89, 54'RT and a new pole at Station 5779+17, 70'RT in conjunction with We Energies pole relocations hereinafter described.
- Prior to construction, AT&T will construct a new underground communications line in conjunction with We Energies beginning at a new pole at Station 5778+84, 68'RT and running northwesterly along the new easterly right-of-way of the East Frontage Road to Station 5787+58, 79'RT. From there it will run northeasterly to a new pole at Station 52L+65, 49'RT and then continue northerly, crossing Louis Sorenson Road and continue northerly and northwesterly to a new We Energies pole at Station 5790+50, 72'RT. AT&T will also construct a new underground crossing of IH 94 in conjunction with We Energies beginning at a new We Energies pole at Station 5790+50, 72'RT and running westerly across the east Frontage Road and IH 94 to beyond the project limits.
- Prior to construction, AT&T will construct a new overhead communications line on We Energies poles beginning at a new pole at Station 5775+67, 65'LT and running southwesterly across the East Frontage Road, and continuing southwesterly and southerly along the easterly side of a proposed private driveway to beyond the project limits in conjunction with We Energies pole relocations as hereinafter described.

AT&T also has a discontinued underground communications line beginning at a pole at Station 5787+21, 37'RT and running along the easterly IH 94 right-of-way, crossing Louis Sorenson Road, and continuing northerly to beyond the project limits.

Contact Mark Eder, (262) 896-7434, of AT&T Wisconsin 7 days in advance to coordinate locations and any excavation near their facilities.

**Time Warner Cable (aka. Charter Communications)** has existing overhead and underground communications facilities within the project limits in the following locations:

- An existing overhead communications line on We Energies poles beginning beyond the southerly project limits and running northerly along the easterly IH 94 right-of-way to a pole at Station 3741+23, 60'RT. From there the line runs northerly, crossing the East Frontage Road at Station 3743+00, and continues northerly to a pole at Station 3743+65, 35'LT. From there the line runs northeasterly to a pole at Station 3752+13, 187'LT. From there the line runs northerly along the east side of the IH 94 northbound exit ramp to a pole at Station 3757+80, 338'LT where it turns and runs northeasterly, crossing STH 11 at Station 142+16, and continues northeasterly to a pole at Station 5756+69, 138'LT where it turns and runs northerly along the west side of the East Frontage Road to a pole at Station 5761+82, 69'LT. From there it runs northwesterly, crossing 58<sup>th</sup> Road at Station 58+60, and continuing northwesterly and ending at a pole at Station 58+44, 24'LT. Prior to construction, Charter Communications will relocate portions of this line in conjunction with We Energies pole relocations hereinafter described.

- An existing overhead communications line on We Energies poles beginning at a pole at Station 3741+23, 60'RT and running easterly to beyond the project limits. Prior to construction, Charter Communications will relocate portions of this line in conjunction with We Energies pole relocations hereinafter described.
- An existing overhead communications line on We Energies poles beginning at a pole at Station 3752+13, 187'LT and running easterly to a pole at Station 3753+34, 32'LT, crossing the East Frontage Road at Station 3753+51, and continuing easterly and ending at a pole at Station 3753+81, 64'RT. Prior to construction, Charter Communications will relocate portions of this line in conjunction with We Energies pole relocations hereinafter described.
- An existing overhead communications line on We Energies poles beginning beyond the westerly project limits and running easterly along the north side of 58<sup>th</sup> Road to a pole at Station 58+44, 24'LT and continuing easterly, crossing the East Frontage Road at Station 5762+39, and continuing easterly to beyond the project limits. Prior to construction, Charter Communications will relocate portions of this line in conjunction with We Energies pole relocations hereinafter described.
- An existing overhead communications line on We Energies poles beginning at a pole at Station 60+13, 24'LT and running southerly, crossing 58<sup>th</sup> Road at Station 60+19, and continuing southerly to a pole at Station 60+24, 18'RT. From there the line continues southerly to beyond the project limits. Prior to construction, Charter Communications will relocate portions of this line in conjunction with We Energies pole relocations hereinafter described.
- An existing overhead electric line beginning at a pole on the north side of 58<sup>th</sup> Road at Station 51+91, 24'LT and running northerly along the easterly IH 94 right-of-way and ending at a pole at Station 769+80, 158'RT. Charter Communications will remove this line prior to construction.
- An existing underground communications line beginning at a pole at Station 769+80, 158'RT and running northerly to a pole at Station 780+17, 157'RT and then continuing northerly along the right-of-way, crossing the East Frontage Road at Station 5784+45, and continuing northerly and ending at a pole at Station 5788+35, 38'RT. Charter Communications will discontinue this line in place prior to construction.
- An existing overhead communications line on We Energies poles beginning at a pole at Station 780+17, 157'RT and running southerly along the easterly IH 94 right-of-way to a pole at Station 779+49, 157'RT. From there it turns and runs easterly, crossing the East Frontage Road at Station 5779+38, and continues easterly to beyond the project limits. Prior to construction, Charter Communications will remove portions and reconstruct portions of this line in conjunction with We Energies pole relocations hereinafter described.
- An existing overhead communications line on We Energies poles beginning at a pole at Station 5788+35, 38'RT and running northerly, crossing Louis Sorenson Road at Station 51L+70, and continuing northerly along the easterly IH 94 right-of-way to beyond the project limits. Prior to construction, Charter Communications will relocate this line in conjunction with We Energies pole relocations hereinafter described.

- An existing overhead communications line on We Energies poles beginning at a pole at Station 5788+35, 38'RT and running easterly along the southerly right-of-way of Louis Sorenson Road to beyond the project limits. Prior to construction, Charter Communications will remove portions and reconstruct portions of this line in conjunction with We Energies pole relocations hereinafter described.
- Prior to construction, Charter Communications will construct a new overhead communications line on We Energies poles along the new right-of-way of the East Frontage Road between 58<sup>th</sup> Road and a new pole at Station 5779+17, 70'RT in conjunction with We Energies pole relocations hereinafter described.
- Prior to construction, Charter Communications will construct a new underground communications line beginning at a new pole at Station 5779+17, 70'RT and running northwesterly along the new easterly right-of-way of the East Frontage Road to Station 5787+62, 68'RT. From there it will run northerly and end at a new pole at Station 52L+65, 49'RT.

Contact Steve Cramer, (414) 227-4045 office / (414) 688-2385 cell, of Charter Communications 7 days in advance to coordinate locations and any excavation near their facilities.

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

- An existing overhead electric line beginning beyond the southerly project limits and running northerly along the easterly IH 94 right-of-way to a pole at Station 3731+31, 55'RT and continuing northerly along the right-of-way to a pole at Station 3741+23, 60'RT. From there the line runs northerly, crossing the East Frontage Road at Station 3743+00, and continues northerly to a pole at Station 3743+65, 35'LT. From there the line runs northeasterly to a pole at Station 3745+33, 80'LT and continues northeasterly to a pole at Station 3750+97, 119'LT where it turns and runs northeasterly to a pole at Station 3752+13, 187'LT. From there the line runs northerly along the east side of the IH 94 northbound exit ramp to a pole at Station 3757+80, 338'LT where it turns and runs northeasterly, crossing STH 11 at Station 142+16, and continues northeasterly to a pole at Station 5755+62, 198'LT. From there the line continues northeasterly to a pole at Station 5756+69, 138'LT where it turns and runs northerly along the west side of the East Frontage Road to a pole at Station 5759+06, 104'LT and continues northerly to a pole at Station 5761+82, 69'LT. From there it runs northwesterly, crossing 58th Road at Station 58+60, and continuing northwesterly and ending at a pole at Station 58+44, 24'LT. Prior to construction, We Energies will relocate portions of this line beginning beyond the southerly project limits and running northerly along the new easterly IH 94 right-of-way to a new pole at Station 3729+15, 74'RT. From there it will continue northerly along the right-of-way to a new pole at Station 3736+36, 73'RT where it will turn and run northeasterly to a new pole at Station 3741+24, 71'RT. From there it will continue northeasterly along the right-of-way to a new pole at Station 3750+22, 66'RT where it will turn and run northwesterly across the East Frontage Road to a new pole at Station 3750+52, 75'LT. From there it will run northeasterly

to a new pole at Station 3753+17, 65'LT where it will turn and run northerly along the east side of the Park and Ride lot to a new pole at Station 3758+41, 97'LT. From there it will continue northerly, crossing STH 11, and continue northerly along the west side of the East Frontage Road to a new pole on the south side of 58th Road at Station 58+89, 54'RT. From there it will run northwesterly, crossing 58th Road, and end at a new pole at Station 58+17, 64'LT.

- An existing overhead electric line beginning at a pole at Station 3731+31, 55'RT and running westerly, crossing the East Frontage Road at Station 3731+35, and continuing westerly across IH 94 to beyond the project limits. Prior to construction, We Energies will remove this overhead crossing of IH 94 and construct a new underground crossing of IH 94 beginning at a new pole at Station 3729+15, 74'RT and running westerly, crossing the east Frontage Road and continuing westerly across IH 94 to beyond the project limits.
- An existing overhead electric line beginning at a pole at Station 3741+23, 60'RT and running easterly to beyond the project limits. Prior to construction, We Energies will relocate portions of this line beginning at a new guy pole at Station 3741+08, 52'LT and running easterly across the East Frontage Road to a new pole at Station 3741+24, 71'RT. From there an overhead electric line will continue easterly to beyond the project limits.
- An existing overhead electric line beginning at a pole at Station 3752+13, 187'LT and running easterly to a pole at Station 3753+34, 32'LT, crossing the East Frontage Road at Station 3753+51, and continuing easterly to a pole at a pole at Station 3753+81, 64'RT. From there it continues easterly to beyond the project limits. Prior to construction, We Energies will relocate portions of this line beginning at a new pole at Station 3753+17, 65'LT and running easterly across the East Frontage Road to a new pole at Station 3753+89, 62'RT. From there it will continue easterly to beyond the project limits.
- An existing overhead electric line beginning at a pole at Station 3757+80, 338'LT and running northwesterly and ending at a pole on the south side of STH 11 at Station 141+05, 63'RT. This line will be removed prior to construction.
- An existing underground electric line beginning at a pole on the south side of STH 11 at Station 141+05, 63'RT and running westerly and ending at a light pole at Station 139+01, 59'RT. This line will remain in place without adjustment.
- An existing overhead electric line beginning at a pole at Station 3758+38, 320'LT and running easterly and ending at a transformer at Station 3758+20, 175'LT. We Energies will remove this line prior to construction and construct a new underground electric line beginning at a new pole at Station 3758+41, 97'LT and running westerly and ending at the transformer at Station 3758+20, 175'LT.
- An existing overhead electric line beginning at a pole at Station 5755+62, 198'LT and running easterly along the north side of STH 11, crossing the East Frontage Road at Station 5755+55, and continuing easterly and ending at a pole at Station 5755+55, 61'RT. We Energies will remove this line prior to construction.
- An existing overhead electric line beginning at a pole at Station 5759+06, 104'LT and running westerly to beyond the project limits. We Energies will remove this line prior to construction.



- An existing overhead electric line beginning beyond the westerly project limits and running easterly along the north side of 58<sup>th</sup> Road to a pole at Station 58+44, 24'LT and continuing easterly, crossing the East Frontage Road at Station 5762+39, and continuing easterly to beyond the project limits. Prior to construction, We Energies will relocate portions of this line beginning beyond the westerly project limits and running easterly along the north side of 58<sup>th</sup> Road to a new pole at Station 58+17, 64'LT. From there it will continue easterly, crossing the East Frontage Road, and continue easterly to a new pole at Station 60+49, 34'LT and then continue easterly to beyond the project limits.
- An existing overhead electric line beginning at a pole at Station 60+13, 24'LT and running southerly, crossing 58<sup>th</sup> Road at Station 60+19, and continuing southerly to a pole at Station 60+24, 18'RT. From there the line continues southerly to beyond the project limits. Prior to construction, We Energies will relocate portions of this line beginning at a new pole at Station 60+49, 34'LT and running southerly across 58<sup>th</sup> Road to a new pole at Station 5761+41, 70'RT. From there it will continue southerly along the east side of the East Frontage Road and end at a new pole at Station 5760+18, 72'RT.
- An existing overhead electric line beginning at a pole on the north side of 58<sup>th</sup> Road at Station 51+91, 24'LT and running northerly along the easterly IH 94 right-of-way to a pole at Station 765+95, 172'RT and then continuing northerly along the right-of-way to a pole at Station 767+55, 158'RT. From there the line continues northerly along the right-of-way to a pole at Station 772+18, 158'RT where it continues northerly to a pole at Station 779+49, 157'RT. From there it continues northerly, crossing the East Frontage Road at Station 5782+90, and continuing northerly along the right-of-way to a pole at Station 5788+35, 38'RT. From there it continues northerly, crossing Louis Sorenson Road at Station 51L+70, and continues northerly to a pole at Station 5789+05, 37'RT where it continues northerly along the right-of-way to beyond the project limits. We Energies will remove this line prior to construction.
- An existing overhead electric line beginning at a pole on the north side of 58<sup>th</sup> Road at Station 51+91, 24'LT and running northwesterly to a pole at Station 765+21, 87'RT where it turns and runs westerly across IH 94 to beyond the project limits. We Energies will remove this line prior to construction and construct a new underground electric crossing of IH 94 beginning beyond the westerly project limits and running easterly across IH 94, crossing the East Frontage Road, and continuing easterly to Station 765+51, 203'RT. From there the line will turn and run southerly along the easterly right-of-way to Station 764+98, 203'RT where it will turn and run easterly along the north side of 58<sup>th</sup> Road and end at a new pole at Station 52+71, 64'LT.
- An existing overhead electric line beginning at a pole at Station 765+95, 172'RT and running southwesterly and ending at a pole at Station 765+21, 87'RT. We Energies will remove this line prior to construction.
- An existing overhead electric line beginning at a pole at Station 767+55, 158'RT and running southeasterly to beyond the project limits. We Energies will remove this line prior to construction.

- An existing overhead electric line beginning at a pole at Station 772+18, 158'RT and running southeasterly to beyond the project limits. We Energies will remove portions of this prior to construction and reconstruct portions as hereinafter described.
- An existing overhead electric line beginning at a pole at Station 779+49, 157'RT and running easterly, crossing the East Frontage Road at Station 5779+38, and continuing easterly to beyond the project limits. We Energies will remove portions of this line prior to construction and reconstruct portions as hereinafter described.
- An existing overhead electric line beginning at a pole at Station 5788+35, 38'RT and running easterly along the southerly right-of-way of Louis Sorenson Road to a pole at Station 5788+58, 104'RT. From there it continues easterly along the right-of-way to beyond the project limits. We Energies will remove portions of this line prior to construction and reconstruct portions of this line beginning at a new pole at Station 5788+31, 95'RT and running easterly along the south side of Louis Sorenson Road to a new pole at Station 52L+65, 49'RT where it will continue easterly to a new pole at Station 53L+13, 35'RT where it will connect to the existing line. We Energies will also add an overhead guy wire beginning at an existing pole at Station 54L+79, 29'RT and running northerly across Louis Sorenson Road to a new guy pole at Station 54L+80, 35'LT. We Energies will also construct a new overhead electric line beginning at a new pole at Station 5788+31, 95'RT and running northerly, crossing Louis Sorenson Road, and continuing northerly to a new pole at Station 5790+50, 72'RT.
- An existing overhead electric line beginning at a pole at Station 5789+05, 37'RT and running southeasterly, crossing Louis Sorenson Road at Station 52+06, and continuing southeasterly and ending at a pole at Station 5788+58, 104'RT. We Energies will remove this line prior to construction and reconstruct it beginning at a new pole at Station 51L+93, 35'LT and running southeasterly across Louis Sorenson Road and ending at a new pole at Station 5788+31, 95'RT.
- An existing overhead electric line beginning at a pole at Station 5789+05, 37'RT and running westerly, crossing the East Frontage Road at Station 5788+95, and continuing westerly across IH 94 to beyond the project limits. We Energies will remove this overhead crossing of IH 94 prior to construction and construct a new underground crossing of IH 94 beginning at a new pole at Station 5790+50, 72'RT and running westerly across the east Frontage Road and IH 94 to beyond the project limits.
- An existing guy wire beginning at a pole at Station 5789+05, 37'RT and running easterly and ending at a guy pole at Station 52L+95, 29'RT. We Energies will remove this line prior to construction.
- Prior to construction, We Energies will construct a new overhead electric line beginning at a new pole at Station 58+17, 64'LT and running northeasterly to a new pole at Station 5764+02, 62'LT where it will turn and run northerly and northwesterly along the new westerly right-of-way of the East Frontage Road to a new pole at Station 5775+67, 65'LT. From there it will run northeasterly across the East Frontage Road to a new pole at Station 5776+97, 59'RT where it will turn and run northerly along the new easterly right-of-way of the East Frontage Road to a new pole at Station 5779+17, 70'RT. From there it will run easterly and connect to an existing overhead electric line.

- Prior to construction, We Energies will construct a new overhead guy wire beginning at a new pole at Station 5764+02, 62'LT and running easterly across the East Frontage Road and ending at a new guy pole at Station 5763+70, 59'RT.
- Prior to construction, We Energies will construct a new overhead electric line beginning at a new pole at Station 5775+67, 65'LT and running southwesterly to a new pole at Station 16+70, 41'RT. From there the line will run southerly to a new pole at Station 772+03, 141'RT where it will turn and run easterly and connect to an existing overhead electric line.
- Prior to construction, We Energies will construct a new underground electric line beginning at a new pole at Station 5778+84, 68'RT and running northwesterly along the new easterly right-of-way of the East Frontage Road to Station 5787+58, 79'RT. From there it will run northeasterly and end at a new pole at Station 52L+65, 49'RT.

We Energies also has a discontinued underground electric line beginning at a pole at Station 780+17, 157'RT and running easterly to Station 780+19, 166'RT where it turns and runs northerly along the easterly IH 94 right-of-way, crossing the East Frontage Road at Station 5782+60, and continuing northerly and ending at a pole at Station 5787+21, 37'RT.

Contact Dan Toomey, (414) 944-5695, of We Energies 7 days in advance to coordinate locations and any excavation near their facilities.

**We Energies – Gas** has existing underground gas facilities within the project limits in the following locations:

- An existing underground gas line beginning beyond the westerly project limits running easterly along the southerly right-of-way of STH 11, crossing the East Frontage Road at Station 3758+97, and continuing easterly to beyond the project limits. This line will remain in place without adjustment.
- An existing underground gas line beginning beyond the westerly project limits running easterly along the southerly right-of-way of 58<sup>th</sup> Road, crossing the East Frontage Road at Station 5761+90, and continuing easterly to beyond the project limits. Prior to construction, We Energies will relocate portions of the line beginning beyond the westerly project limits and running easterly along the new southerly right-of-way of 58<sup>th</sup> Road to Station 5761+72, 67'LT where it will turn and run northerly to Station 5761+78, 67'LT. From there it will turn and run easterly, crossing the East Frontage Road, and will continue easterly to Station 5761+73, 67'RT and then continue easterly to beyond the project limits. The existing main will be discontinued in place in the relocated area.
- An existing underground gas line beginning beyond the southerly project limits and running northerly along the easterly IH 94 right-of-way, crossing the East Frontage Road at Station 5783+00, and continuing northerly along the right-of-way, crossing Louis Sorenson Road at Station 51L+64, and continuing northerly to beyond the project limits. Prior to construction, We Energies will remove this line and construct a new gas main gas line beginning at Station 5776+31, 67'RT and running southwesterly, crossing the East Frontage Road at Station 5776+31, and continue

southwesterly and southerly along the easterly side of a proposed private driveway to beyond the project limits.

- Prior to construction, We Energies will construct a new gas main beginning at Station 144+00, 55'RT at the existing gas main at the southerly right-of-way of STH 11 and running northerly, crossing STH 11 at Station 144+00, and continuing northerly along a line 3' east of the westerly right-of-way of the East Frontage Road to the new southerly right-of-way of 58<sup>th</sup> Road at Station 5761+72, 67'LT.
- Prior to construction, We Energies will construct a new gas main beginning at Station 5761+73, 67'RT and running northerly, crossing 58<sup>th</sup> Road at Station 60+18, and continuing northerly along a line 3' westerly of the new easterly right-of-way of the East Frontage Road to Station 5776+31, 67'RT. From there the line will continue northerly along the new easterly right-of-way, crossing Louis Sorenson Road at Station 52L+02, and continue northerly to beyond the project limits.

Contact Dan Toomey, (414) 944-5695, of We Energies 7 days in advance to coordinate locations and any excavation near their facilities.

**WisDOT** has existing light poles and underground electric lines in the project limits at the Park and Ride lot at the IH 94/ STH 11 Interchange. These facilities will remain in place without adjustment.

Contact Eric Perea, (262) 574-5422 office / (414) 750-0935 cell, of WisDOT 7 days in advance to coordinate construction, locations and any excavation near their facilities.

**WisDOT** has existing underground traffic management and communications facilities in the project limits along the ramps at the IH 94/ STH 11 Interchange and along IH 94. These facilities will remain in place without adjustment.

Contact Jeff Madson, (414) 225-3723, of WisDOT 7 days in advance to coordinate construction, locations and any excavation near their facilities.

#### **1030-24-74**

**AT&T Legacy (aka. AT&T Corporation)** has an existing underground communications duct package within the project limits, consisting of 6 ducts owned by AT&T Corporation bundled with 3 ducts owned by Level 3 Communications, within the project limits beginning beyond the southerly project limits and running northerly along the westerly fence line of IH 94, crossing STH 11 at Station 132+95, and continuing northerly along the fence line, crossing 58<sup>th</sup> Road at Station 48+80, and continuing northerly along the fence line to beyond the project limits. Prior to construction, AT&T Corporation will relocate this 9-duct package beginning at beyond the southerly project limits and running northerly and northwesterly along the westerly right-of-way of the West Frontage Road to Station 2755+00, 60'LT where it will turn and run northeasterly across the West Frontage Road to Station 2755+75, 50'RT. From there it will turn and run northerly, crossing STH 11 at Station 122EB+25, and continuing northerly and northeasterly along the east side of the West Frontage Road, crossing 58<sup>th</sup> Road at Station 39+60, and continuing northeasterly, crossing the West

Frontage Road at Station 4762+75, a continuing northeasterly to Station 4764+50, 55'LT. From there the line will run northeasterly along the new westerly right-of-way of the West Frontage Road to Station 4777+00, 50'LT where it will turn and run northerly along the westerly IH 94 right-of-way to beyond the project limits. The existing line will be discontinued in place.

Contact Ken Nine, (574) 842-8830 office / (574) 904-6336 cell, of JMC Engineers & Associates, Inc. 7 days in advance to coordinate locations and any excavation near their facilities.

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

- An existing underground communications line beginning beyond the southerly project limits and running northwesterly along the westerly right-of-way of the West Frontage Road to a pedestal at Station 2741+03, 46'LT and then continuing northwesterly along the right-of-way to a pedestal at Station 2755+25, 49'LT. From there it continue northwesterly along the right-of-way to a pedestal at Station 2757+61, 35'LT where it turns and runs westerly along the southerly right-of-way of STH 11 and ends at a pole at Station 120WB+00, 78'RT. Prior to construction, AT&T Wisconsin will discontinue the existing line in place and reconstruct portions of this line as an overhead communications line in conjunction with We Energies pole relocations hereinafter described beginning beyond the southerly project limits and running at northerly along the westerly IH 94 right-of-way and ending at a new pole at Station 2737+89, 62'LT. AT&T Wisconsin will also reconstruct portions of this line as an underground communications line beginning at a new pole at Station 2737+89, 62'LT and running northwesterly along the new West Frontage Road right-of-way and ending at a pedestal near a new pole at Station new pole at Station 120WB+59, 115'RT.
- An existing overhead communications line on We Energies poles beginning beyond the westerly project limits and running easterly along the southerly right-of-way of STH 11 and ending at a pole at Station 120WB+00, 78'RT. AT&T Wisconsin will reconstruct portions of this line in conjunction with We Energies pole relocations prior to construction.
- An existing underground communications line beginning at a pole at Station 120WB+00, 78'RT and running easterly along the southerly right-of-way of STH 11, crossing the West Frontage Road at Station 2757+55, and continuing easterly to Station 123WB+23, 83'RT where it turns and runs northerly, crossing WTH 11 at Station 123WB+20, and continuing northerly to Station 4751+14, 165'RT. From there the line turns and runs westerly to Station 4751+27, 41'RT and then runs northerly along the east side of the existing West Frontage Road, crossing the new West Frontage Road at Station 4754+69, and continuing northerly to a pedestal at Station 37+32, 28'RT. From there the line continues northerly, crossing new 58th Road at Station 37+25, and continuing northerly to a pedestal at Station 37+15, 43'LT. From there the line runs westerly along the northerly right-of-way of 58th Road to beyond the project limits. AT&T Wisconsin relocate portions of this

line prior along STH 11 and along the West Frontage Road prior to construction. AT&T will also relocate portions of this line along the north side of 58th Road in conjunction with We Energies pole relocations hereinafter described prior to construction.

- An existing underground communications line beginning at a pedestal at Station 37+32, 28'RT and running easterly, crossing the new West Frontage Road at Station 4760+75, and continuing easterly along the southerly right-of-way of existing of 58<sup>th</sup> Road to Station 44+38, 41'LT where it turns and runs southeasterly to Station 44+44, 8'LT. From there it runs easterly, crossing the new 58<sup>th</sup> Road at Station 44+83, and continues easterly to a pole at Station 48+00, 64'RT. From there it runs northerly to Station 48+23, 18'RT where it turns and runs easterly, crossing IH 94 at Station 764+10, and continues easterly along the existing southerly right-of-way of 58<sup>th</sup> Road to beyond the project limits. Prior to construction, AT&T Wisconsin will discontinue the existing line in place and construct a new underground crossing of IH 94 in conjunction with We Energies as hereinafter described, beginning at the pole at Station 48+00, 64'RT and running northerly and easterly across IH 94 and the existing frontage roads and ending at an existing handhole at Station 52+58, 63'LT where it will connect to an existing underground line.
- An existing overhead communications line on We Energies poles beginning at a pole at Station 48+00, 64'RT and running northerly, crossing new 58<sup>th</sup> Road at Station 48+05, and continuing northerly along the westerly IH 94 right-of-way, crossing the West Frontage Road at Station 4774+65, and continuing northerly along the right-of-way and ending at a pole at Station 4779+59, 61'LT. Prior to construction, AT&T Wisconsin will relocate portions of this line in conjunction with We Energies pole relocations along the new West Frontage Road hereinafter described.
- An existing underground communications line beginning at a pole at Station 4779+59, 61'LT and running northerly along the westerly IH 94 right-of-way to beyond the project limits. AT&T Wisconsin will relocate portions this line along the new westerly IH 94 right-of-way prior to construction.
- An existing underground communications line beginning at a We Energies pole at Station 767+55, 158'RT and running easterly to Station 767+52, 174'RT where it turns and runs southerly to Station 52+03, 59'LT. From there it turns and runs easterly along the northerly right-of-way of 58th Road to an existing handhole at Station 52+58, 63'LT and then continues to beyond the project limits. Prior to construction, AT&T will discontinue portions of this line in place between the pole at Station 767+55, 158'RT and the existing handhole at Station 52+58, 63'LT. The remainder of this line will remain in place without adjustment.
- An existing underground communications line beginning at an existing handhole at Station 52+58, 63'LT and running easterly and southerly, crossing 58th Road at Station 53+72, and continuing southerly and ending at a pole at Station 53+58, 28'RT. Prior to construction, AT&T Wisconsin will discontinue the existing line in place and construct a new underground line beginning at the existing handhole and running easterly and southerly to a new pole at the new southerly right-of-way of 58<sup>th</sup> Road.

- An existing overhead communications line beginning at a pole at Station 53+44, 24'LT and running southwesterly, crossing 58th Road at Station 53+30, and continuing southwesterly to a pole at Station 52+76, 98'RT. From there it runs northeasterly to a pole at Station 53+58, 28'RT where it turns and runs easterly along the southerly right-of-way of 58th Road to beyond the project limits. Prior to construction, AT&T Wisconsin will relocate the existing overhead line along the southerly right-of-way to new poles along the new 58<sup>th</sup> Road right-of-way.

Contact Mark Eder, (262) 896-7434, of AT&T Wisconsin 7 days in advance to coordinate locations and any excavation near their facilities.

**Level 3 Communications** has an existing underground communications duct package within the project limits, consisting of 3 ducts owned by Level 3 Communications bundled with 6 ducts owned by AT&T Corporation, within the project limits beginning beyond the southerly project limits and running northerly along the westerly fence line of IH 94, crossing STH 11 at Station 132+95, and continuing northerly along the fence line, crossing 58<sup>th</sup> Road at Station 48+80, and continuing northerly along the fence line to beyond the project limits. Prior to construction, AT&T Corporation will relocate this duct package on behalf of Level 3 Communications beginning at beyond the southerly project limits and running northerly and northwesterly along the westerly right-of-way of the West Frontage Road to Station 2755+00, 60'LT where it will turn and run northeasterly across the West Frontage Road to Station 2755+75, 50'RT. From there it will turn and run northerly, crossing STH 11 at Station 122EB+25, and continuing northerly and northeasterly along the east side of the West Frontage Road, crossing 58<sup>th</sup> Road at Station 39+60, and continuing northeasterly, crossing the West Frontage Road at Station 4762+75, a continuing northeasterly to Station 4764+50, 55'LT. From there the line will run northeasterly along the new westerly right-of-way of the West Frontage Road to Station 4777+00, 50'LT where it will turn and run northerly along the westerly IH 94 right-of-way to beyond the project limits. The existing line will be discontinued in place.

Contact Brahim Gaddour, (414) 908-1027 office / (414) 704-1026 cell, of Level 3 Communications 7 days in advance to coordinate locations and any excavation near their facilities.

**Time Warner Cable (aka. Charter Communications)** has existing overhead and underground communications facilities within the project limits in the following locations:

- An existing overhead communications line beginning beyond the southerly project limits and running northerly along the westerly right-of-way of the West Frontage Road to and ending at a pole at Station 2737+70, 47'LT. Prior to construction, Charter Communications will relocate this line in conjunction with We Energies pole relocations hereinafter described.

- An existing underground communications line beginning at a pole at Station 2737+70, 47'LT and running northwesterly along the westerly right-of-way of the West Frontage Road to Station 2740+88, 40'LT and then continuing northwesterly along a line approximately 14' northeasterly of the southwesterly right-of-way of the West Frontage Road to Station 2754+45, 35'LT. From there the line continues northwesterly along the westerly right-of-way of the West Frontage Road to an existing vault at the southerly right-of-way of STH 11 at Station 121WB+05, 69'RT. From there the line runs northerly, crossing STH 11, and continuing northerly to an existing vault at Station 4752+44, 20'LT where it continues northerly along the west side of the existing West Frontage Road, crossing 58<sup>th</sup> Road at Station 36+54, and continuing northerly and ending at a pole at Station 36+52, 37'LT. Prior to construction, Charter Communications will discontinue the existing line in place and reconstruct this line beginning at a new pole at Station 2737+89, 62'LT and running northwesterly along a line 2' northeasterly of the southwesterly right-of-way of the West Frontage Road to the existing vault at Station 121WB+05, 69'RT. From there it will run northerly, crossing STH 11, and continuing northerly to Station 4751+23, 52'LT and then continue northerly along a line 2' east of the existing westerly right-of-way of the West Frontage Road to a new vault at Station 4754+50, 88'LT. From there it will continue northerly, crossing 58<sup>th</sup> Road, and then continue northerly and end at the existing pole at Station 36+52, 37'LT.
- An existing underground communications line beginning at an existing vault at Station 4752+44, 20'LT and running westerly to beyond the project limits. Prior to construction, Charter Communications will reconstruct portions of this line beginning at a new vault at Station 4754+50, 88'LT and running southwesterly to a new vault at Station 4752+26, 72'LT where it will connect to the existing line. The existing line east of the new vault at Station 4752+26, 72'LT will be discontinued in place and the remainder of the line will remain in place without adjustment.
- An existing overhead communications line on We Energies poles beginning at a pole at Station 36+52, 37'LT and running easterly along the existing northerly right-of-way of 58<sup>th</sup> Road to a pole at Station 43+72, 122'LT. From there it continues easterly and ends at a pole at Station 47+27, 78'LT. Prior to construction, Charter Communications will reconstruct this line in conjunction with We Energies pole relocations hereinafter described.
- An existing underground communications line beginning at a pole at Station 47+27, 78'LT and running southeasterly to Station 48+04, 23'LT where it turns and runs easterly along the north side of 58<sup>th</sup> Road, crossing IH 94 at Station 764+52, and continuing easterly and ending at a pole at Station 51+91, 24'LT. Prior to construction, Charter Communications will discontinue the existing line in place and construct a new underground crossing of IH 94 in conjunction with We Energies relocations hereinafter described.
- An existing overhead electric line beginning beyond the northerly project limits and running southerly along the easterly IH 94 right-of-way to a pole on the north side of 58<sup>th</sup> Road at Station 51+91, 24'LT and continuing southerly, crossing existing 58<sup>th</sup> Road, and continuing southerly and ending at a pole at Station 51+75, 125'RT. Charter Communications will remove this line prior to construction.



- An existing overhead communications line on We Energies poles beginning at a pole at Station 51+91, 24'LT and running easterly along the northerly right-of-way of 58<sup>th</sup> Road to beyond the project limits. Prior to construction, Charter Communications will relocate this line in conjunction with We Energies pole relocations as hereinafter described.
- An existing overhead communications line on We Energies poles beginning at a pole at Station 53+44, 24'LT and running southwesterly, crossing 58<sup>th</sup> Road at Station 53+30, and continuing southwesterly to a pole at Station 52+76, 98'RT. From there it runs southerly to a pole at Station 76B+39, 54'RT, where it turns and runs southeasterly to beyond the project limits. Prior to construction, Charter Communications will relocate portions of this line north of the pole at Station 52+76, 98'RT in conjunction with We energies pole relocations hereinafter described.

Contact Steve Cramer, (414) 227-4045 office / (414) 688-2385 cell, of Charter Communications 7 days in advance to coordinate locations and any excavation near their facilities.

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

- An existing overhead electric line beginning beyond the southerly project limits and running northerly along the westerly right-of-way of the West Frontage Road to a pole at Station 2737+70, 47'LT and continuing northwesterly along the right-of-way to a pole at Station 2740+34, 49'LT where it turns and runs westerly to beyond the project limits. Prior to construction, We Energies will remove this line and construct a new overhead electric line beginning beyond the southerly project limits and running northerly along the westerly IH 94 right-of-way to a new pole at Station 2737+89, 62'LT.
- An existing underground electric line beginning at a pole at Station 2737+70, 47'LT and running easterly to Station 2737+70, 19'LT where it turns and runs northwesterly along a line 20' southwesterly of the centerline of the West Frontage Road to Station 2751+82, 21'LT. From there it continues northwesterly to Station 2752+18, 21'LT and then continues northwesterly and ends at a pole at the southerly right-of-way of STH 11 at Station 2757+63, 43'LT. Prior to construction, We Energies will relocate this line beginning at a new pole at Station 2737+89, 62'LT and running southwesterly 11' where it will turn and run northwesterly along a line approximately 10' southwesterly of the westerly right-of-way of the West Frontage Road to a new transformer at Station 2741+04, 62'LT. From there it will continue northwesterly to two new splices to existing underground electric lines at Station 2752+49, 60'LT and then continue northwesterly southwesterly of the right-of-way and end at a new pole at the southerly right-of-way of STH 11 at Station 120WB+59, 115'RT.
- An existing underground electric line beginning at Station 2751+82, 21'LT and running southwesterly to beyond the project limits. Prior to construction, We Energies will discontinue portions of this line in place and splice to the existing line as previously described.

- An existing underground electric line beginning at Station 2752+18, 21'LT and running southwesterly to beyond the project limits. Prior to construction, We Energies will discontinue portions of this line in place and splice to the existing line as previously described.
- An existing overhead electric line beginning beyond the westerly project limits and running easterly along the southerly right-of-way of STH 11 to a pole at Station 2757+63, 43'LT and then continuing easterly, crossing the West Frontage Road at Station 2757+56, and continuing easterly to a pole at Station 2757+51, 32'RT. From there it will continue easterly to beyond the project limits. Prior to construction, We Energies will remove this line and construct a new overhead electric line beginning beyond the westerly project limits and running easterly to a new pole at Station 120WB+59, 115'RT. From there the line will continue easterly, crossing the West Frontage Road, and continue easterly to a new pole at Station 122WB+49, 139'RT where it will continue to beyond the project limits.
- An existing overhead electric line beginning beyond the westerly project limits and running easterly to a light pole at Station 2757+47, 41'LT. Prior to construction, We Energies will relocate this line beginning at a new pole at Station 120WB+01, 113'RT and running southeasterly to a new light pole at Station 120WB+62, 141'RT.
- An existing overhead electric line beginning at a pole at Station 2757+51, 32'RT and running southerly along the east side of the West Frontage Road to a light pole at Station 2756+17, 30'RT where it continues southerly and ends at a light pole at Station 2754+66, 32'RT. We Energies will remove this line prior to construction.
- An existing overhead electric line beginning beyond the westerly project limits and running easterly along the north right-of-way of 58<sup>th</sup> Road to a pole at Station 36+52, 37'LT and continuing easterly, crossing the West Frontage Road at Station 4761+43 and continuing easterly to a pole at Station 43+72, 122'LT. From there it continues easterly to a pole at Station 47+27, 78'LT and continues easterly to a pole at Station 48+99, 91'LT and then continues easterly, crossing IH 94 at Station 765+22, and continuing easterly to a pole at Station 50+85, 95'LT. From there the line runs southeasterly to a pole on the north side of 58th Road at Station 51+91, 24'LT where it turns and runs easterly along a line approximately 24' north of the centerline of 58th Road to beyond the easterly project limits. Prior to construction, We Energies will reconstruct this line in place beginning beyond the westerly project limits and running easterly along the northerly right-of-way of 58<sup>th</sup> Road to a new pole at Station 46+86, 71'LT. We Energies will also remove the overhead crossing of IH 94 and construct a new underground crossing of IH 94 beginning at a new pole at Station 46+86, 71'LT and running northeasterly to Station 765+51, 236'LT and then running easterly across IH 94 to Station 765+51, 203'RT. From there it will run southerly to 764+98, 203'RT and then run easterly and end at a new pole at Station 52+46, 64'LT. We Energies will also construct a new overhead electric line beginning at a new pole at Station 52+46, 64'LT and running easterly to beyond the project limits.
- An existing overhead electric line beginning at a pole at Station 36+52, 37'LT and running southeasterly to a light pole at Station 37+24, 26'RT. We Energies will remove this line prior to construction.

- An existing overhead electric line beginning at a pole at Station 43+72, 122'LT and running southerly, crossing existing 58<sup>th</sup> Road, and continuing southerly and ending at a pole at Station 43+71, 51'LT. Prior to construction, We Energies will remove this line and reconstruct a new overhead electric line beginning at a new pole at Station 44+55, 105'LT and running southwesterly, crossing 58<sup>th</sup> Road, and continuing southwesterly to a new pole at Station 43+85, 64'RT. From there it will turn and run southerly to beyond the project limits.
- An existing overhead electric line beginning at a pole on the north side of 58<sup>th</sup> Road at Station 51+91, 24'LT and running southerly, crossing existing 58<sup>th</sup> Road, and continuing southerly to a pole at Station 51+75, 125'RT. From there it turns and runs northeasterly to a pole at Station 52+76, 98'RT where it turns and runs northeasterly, crossing 58<sup>th</sup> Road and ends at a pole at Station 53+44, 24'LT. We Energies will remove this line, except the existing poles at Station 51+75, 125'RT and Station 52+76, 98'RT and the overhead line between them, prior to construction.
- An existing overhead electric line beginning at a pole Station 52+76, 98'RT and running southerly to a pole at Station 76B+39, 54'RT where it turns and runs southeasterly to beyond the project limits. This line will remain in place without adjustment. We Energies will also construct a new overhead electric line beginning at the pole at Station 52+76, 98'RT and running northerly, crossing 58<sup>th</sup> Road, and continuing northerly to a new pole at Station 52+71, 64'LT.
- An existing overhead electric line beginning at a pole at Station 47+27, 78'LT and running northeasterly to a pole at Station 766+21, 195''LT where it turns and runs northerly along the westerly IH 94 right-of-way to a pole at Station 770+89, 196'LT. From there it continues northerly along the right-of-way to a pole at Station 4772+94, 94'RT and then continues northerly to a pole at Station 4774+05, 27'RT. From there it continues northerly, crossing the West Frontage Road at Station 4774+65, and continues northerly along the westerly right-of-way to Station 4776+72, 53'LT. From there it continues northerly and ends at a pole at Station 4779+59, 61'LT. Prior to construction, We Energies will remove portions of this line between an existing pole to remain at Station 4778+19, 60'LT and a new pole at Station 4771+10, 196'RT. The remainder of this line will remain in place without adjustment.
- An existing overhead electric line beginning at a pole at Station 766+21, 195''LT and running southeasterly to a light pole at Station 48+29, 47'LT. We Energies will remove this line prior to construction.
- An existing overhead electric line beginning at a pole at Station 770+89, 196'LT and running westerly to beyond the project limits. This line will remain in place without adjustment.
- An existing underground electric line beginning at a pole at Station 4772+94, 94'RT and running northerly to Station 4773+52, 55'RT where it turns and runs westerly to beyond the easterly project limits. Prior to construction, We Energies will discontinue portions of this line in place between the pole at Station 4772+94, 94'RT and a new pole at Station 4772+62, 54'LT. The remainder of this line will remain in place without adjustment.

- An underground electric line beginning at a pole at Station 4774+05, 27'RT and running westerly to beyond the project limits. Prior to construction, We Energies will discontinue portions of this line in place between the pole at Station 4774+05, 27'RT and a new pole at Station 4774+05, 63'LT. The remainder of this line will remain in place without adjustment.
- An existing underground electric line beginning at a pole at Station 4774+05, 27'RT and running northerly to Station 4774+22, 13'RT where it turns and runs westerly to beyond the project limits. We Energies will discontinue portions of this line in place between the pole at Station 4774+05, 27'RT and a new pole at Station 4774+05, 63'LT. The remainder of this line will remain in place without adjustment.
- An underground electric line beginning at a pole at Station 51+75, 125'RT running northwesterly and ending at a weather station cabinet at Station 51+40, 102'RT. This line will remain in place without adjustment.
- Prior to construction, We Energies will also construct a new overhead electric line beginning at a new pole at Station 38+19, 68'LT and running northeasterly along the new westerly right-of-way of the West Frontage Road to a new pole at Station 4770+56, 59'LT and then continuing northeasterly along the right-of-way to an existing pole at Station 4778+19, 60'LT.
- Prior to construction, We Energies will also construct a new overhead electric line beginning at a new pole at Station 4770+56, 59'LT and running easterly, crossing the West Frontage Road, and continuing easterly to a new pole at Station 4771+10, 196'RT.

Contact Dan Toomey, (414) 944-5695, of We Energies 7 days in advance to coordinate locations and any excavation near their facilities.

**We Energies – Gas** has existing underground gas facilities within the project limits in the following locations:

- An existing underground gas line beginning beyond the westerly project limits and running easterly along the southerly right-of-way of STH 11, the West Frontage Road at Station 2757+61, and continuing easterly along the right-of-way to south side of 58<sup>th</sup> Road to beyond the project limits. This line will be remain in place without adjustment.
- An existing underground gas line beginning at the south side of 58<sup>th</sup> Road at Station 35+03, 30'RT and running easterly, crossing new 58<sup>th</sup> Road at Station 38+08, and continuing easterly along the right-of-way to Station 43+58, 52'LT where it turns and runs northeasterly to Station 44+44, 46'LT. From there it continues easterly, crossing new 58<sup>th</sup> Road at Station 46+14, and continues easterly to Station 48+08, 27'RT. From there it continues easterly along the south side of 58<sup>th</sup> Road, crossing IH 94 at Station 763+93, and continuing easterly and ending at Station 52+91, 42'RT. We Energies will discontinue this line in place prior to construction.

- An existing underground gas line beginning at Station 48+08, 27'RT and running northerly, crossing new 58<sup>th</sup> Road at Station 48+08, and continuing northerly along the westerly IH 94 right-of-way, crossing the West Frontage Road at Station 4774+75, and continuing northerly along the right-of-way to beyond the project limits. We Energies will discontinue this line in place prior to construction.
- An existing underground gas line beginning at the south side of STH 11 at Station 136+21, 57'RT and running northerly, crossing STH 11 at Station 136+13, and continuing northerly and northeasterly along the east side of a private driveway to Station 52+91, 27'RT. From there it continues northerly, crossing 58<sup>th</sup> Road at Station 52+91, and continuing northerly to Station 52+91, 20'LT where it turns and runs westerly to Station 51+86, 17'LT. From there it turns and runs northerly along the east side of the existing East Frontage Road to beyond the project limits. We Energies will discontinue this line in place prior to construction.
- An existing underground gas line beginning at Station 52+91, 27'RT and running easterly along the southerly right-of-way of 58<sup>th</sup> Road to beyond the project limits. We Energies will discontinue this line in place prior to construction.

We Energies – Gas will relocate, reconstruct, remove, discontinue and leave in place gas facilities in the project area in the following locations prior to construction:

- A new underground gas line beginning at the southerly right-of-way of STH 11 at Station 121WB+00, 73'RT and running northerly, crossing STH 11, and continuing northerly along a line 7' east of the existing westerly right-of-way of the West Frontage Road to Station 4758+85, 228'LT. From there it will continue northerly to Station 36+49, 25'RT and then continue northerly and end at Station 36+45, 34'LT.
- A new underground gas line beginning at Station 4758+85, 228'LT and running easterly to Station 40+15, 60'RT and then continuing easterly along a line 3' north of the new southerly right-of-way of 58<sup>th</sup> Road and ending at Station 45+60, 60'RT.
- A new underground gas line beginning at Station 36+49, 25'RT and running westerly along a line 3' north of the southerly right-of-way of 58<sup>th</sup> Road to beyond the project limits.
- A new underground gas line beginning beyond the westerly project limits and running easterly along the north side of 58<sup>th</sup> Road to Station 36+45, 34'LT and then continuing easterly to Station 38+31, 70'LT where it will turn and run northeasterly to Station 4764+00, 79'LT. From there it will continue northeasterly along a line 3' southeasterly of the westerly right-of-way of the new West Frontage Road and along a line 3' east of the westerly IH 94 right-of-way to beyond the project limits.
- A new underground gas line along the easterly side of Access Road "B" beginning at Station 73B+78, 20'RT and running northerly to Station 74+61, 85'RT where it will turn and run northwesterly to Station 76B+38, 52'RT. From there the line will run northerly and northeasterly along a line 3' west of the easterly right-of-way line of Access Road "B" to Station 53+35, 52'RT where it will turn and run easterly along the new southerly right-of-way of 58<sup>th</sup> Road to beyond the project limits.

Contact Dan Toomey, (414) 944-5695, of We Energies 7 days in advance to coordinate locations and any excavation near their facilities.

**WisDOT** has existing traffic signal facilities consisting of an existing flashing beacon within the project limits at the southeast corner of the existing West Frontage Road and 58<sup>th</sup> Road at Station 37+19, 34'RT. This facility will be removed during construction.

Contact John Haug, (262) 521-5356, of WisDOT 7 days in advance to coordinate construction, locations and any excavation near their facilities.

**WisDOT** has existing traffic management and underground communications facilities within the project limits in the following locations:

- Existing traffic management and underground communications facilities along the IH 94 Mainline pavement. These facilities will remain in place without adjustment.
- Existing communications fiber optic lines in the previously described AT&T Corporation duct package throughout the project limits. AT&T Corporation will relocate these lines on behalf of WisDOT as previously described. The existing lines will be discontinued as previously described.

Contact Jeff Madson, (414) 225-3723, of WisDOT 7 days in advance to coordinate construction, locations and any excavation near their facilities.

#### **1030-24-77**

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

- An existing underground communications line beginning beyond the easterly project limits and running westerly to Station 5685+86, 29'RT where it turns and runs northerly and ends at a pole Station 5687+97, 35'RT. AT&T will relocate this line prior to construction. The existing line will be discontinued in place.
- An existing overhead communications line on We Energies poles beginning at a pole at a pole at Station 5687+97, 35'RT and running northerly along the easterly IH 94 right-of-way and ending at a pole at Station 5694+38, 52'RT. AT&T will relocate portions of this line in conjunction with We Energies pole relocations as described below prior to construction.
- An existing underground communications line beginning at a pole at Station 5694+38, 52'RT and running northerly along the easterly IH 94 right-of-way to Station 5709+18, 28'RT where it turns and runs northeasterly along the right-of-way to a pedestal at Station 54+66, 31'RT. From there the line turns and runs northerly, crossing Braun Road at Station 54+67, and continues northerly to a pole at Station 54+67, 33'LT where it turns and runs westerly, approximately 33' north of the centerline of Braun Road, to beyond the westerly project limits. AT&T will relocate this line prior to construction. The existing line will be discontinued in place.

- An existing overhead communications line on We Energies poles beginning beyond the easterly project limits and running westerly along the northerly right-of-way of Braun Road to a pole at Station 54+67, 33'LT. From there it continues westerly to a pole at Station 5711+41, 33'RT where it turns and runs northerly along the easterly IH 94 right-of-way to beyond the northerly project limits. AT&T will relocate portions of this line in conjunction with We Energies pole relocations as described below prior to construction.

AT&T Wisconsin also has discontinued underground communications line beginning at a pole at Station 47+52, 32'LT and running easterly, approximately 40' north of the centerline of Braun Road, and ending at a pole at Station 54+67, 33'LT.

Contact Mark Eder, (262) 896-7434, of AT&T Wisconsin 7 days in advance to coordinate locations and any excavation near their facilities.

**Time Warner Cable (aka. Charter Communications)** has existing overhead communications facilities within the project limits in the following locations:

- An existing overhead communications line on We Energies poles beginning beyond the southerly project limits and running northerly along a line approximately 227' east of the centerline of IH 94, crossing the East Frontage Road at Station 5667+60, and continuing northerly along the easterly IH 94 right-of-way to a pole at Station 5683+39, 58'RT where it turns and runs northwesterly to a pole at Station 5684+87, 29'RT. From there the line continues northerly along the easterly IH 94 right-of-way to a pole at Station 5685+88, 30'RT where it continues northerly to a pole at Station 5694+38, 52'RT. From there the line continues northerly, crossing Braun Road at Station 53+11, and continuing northerly to a pole at Station 3711+49, 33'RT. From there it continues northerly along the right-of-way to beyond the northerly project limits. Charter Communications will relocate this line in conjunction with We Energies pole relocations as described below prior to construction.
- An existing overhead communications line on We Energies poles beginning at a pole Station 3711+49, 33'RT and running easterly along the northerly right-of-way of Braun Road to beyond the project limits. Charter Communications will relocate this line in conjunction with We Energies pole relocations as described below prior to construction.

Contact Steve Cramer, (414) 227-4045 office / (414) 688-2385 cell, of Charter Communications 7 days in advance to coordinate locations and any excavation near their facilities.

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

- An existing overhead electric line beginning beyond the southerly project limits and running northerly along a line approximately 227' east of the centerline of IH 94, crossing the East Frontage Road at Station 5667+60, and continuing northerly along the easterly IH 94 right-of-way to a pole at Station 5683+39, 58'RT where it turns and runs northwesterly to a pole at Station 5684+87, 29'RT. From there the line continues northerly along the easterly IH 94 right-of-way to a pole at Station 5685+88, 30'RT where it continues northerly to a pole at Station 5694+38, 52'RT. From there the line continues northerly, crossing Braun Road at Station 53+11, and continuing northerly to a pole at Station 3711+49, 33'RT. From there it continues northerly along the right-of-way to beyond the northerly project limits. Prior to construction, We Energies will remove and reconstruct portions of this line beginning beyond the southerly project limits and running northerly along the new easterly right-of-way of IH 94 to a new pole at Station 5685+87, 51'RT. From there it will continue northerly along the new right-of-way to a new pole at Station 5694+06, 54'RT and then continue northerly along the new right-of-way, crossing Braun Road and continuing northerly to a new pole at Station 3711+96, 66'RT. From there the line will northerly along the new right-of-way to beyond the project limits.
- An existing overhead electric line beginning at a pole at Station 5685+88, 30'RT and running easterly to beyond the project limits. Prior to construction, We Energies will remove and reconstruct portions of this line beginning at a new pole at Station 5685+87, 51'RT and running easterly to a new pole at Station 5685+85, 244'RT. The remainder of this line will remain in place without adjustment.
- An existing overhead electric line beginning at a pole at Station 5694+38, 52'RT and running westerly, crossing the East Frontage Road at Station 5694+36, and continuing westerly across IH 94 to beyond the project limits. We Energies will remove this line prior to construction.
- An existing overhead electric line beginning at a pole Station 3711+49, 33'RT and running easterly along the northerly right-of-way of Braun Road to beyond the project limits. Prior to construction, We Energies will remove and reconstruct portions of this line beginning at a new pole at Station 3711+96, 66'RT and running southeasterly to a new pole at Station 54+69, 34'LT. The remainder of this line will remain in place without adjustment.
- Prior to construction, We Energies will also construct a new underground crossing of IH 94 beginning at a new pole at Station 3729+15, 74'RT and running westerly, crossing the east Frontage Road and continuing westerly across IH 94 to beyond the project limits.

Contact Dan Toomey, (414) 944-5695, of We Energies 7 days in advance to coordinate locations and any excavation near their facilities.

**WisDOT** has existing underground traffic management and communication facilities in the project limits along the IH 94 Mainline pavement. These facilities will remain in place without adjustment.

Contact Jeff Madson, (414) 225-3723, of WisDOT 7 days in advance to coordinate construction, locations and any excavation near their facilities.



## **1030-24-78**

**AT&T Legacy (aka. AT&T Corporation)** has an existing underground communications duct package, consisting of 6 ducts owned by AT&T Corporation bundled with 3 ducts owned by Level 3 Communications, within the project limits beginning beyond the southerly project limits and running northerly along the westerly IH 94 right-of-way to Station 4681+36, 37'LT. From there the line turns and runs easterly, crossing the West Frontage Road at Station 4681+32, and continuing easterly to Station 4681+29, 26'RT where it turns and runs northerly along the westerly fence line of IH 94, crossing Braun Road at Station 50+07, and continuing northerly along the fence line to beyond the project limits. Prior to construction, AT&T Corporation will relocate this 9-duct package beginning at Station 4681+36, 37'LT and running northerly along the new westerly right-of-way of IH 94, crossing Braun Road, and continuing northerly along the westerly right-of-way to beyond the project limits. The existing line between Station 4681+36, 37'LT and the northerly project limits will be discontinued in place.

AT&T Corporation also has a discontinued duct package, consisting of 6 discontinued ducts owned by AT&T Corporation bundled with 3 discontinued ducts owned by Level 3 Communications, within the project limits beginning at Station 4681+29, 26'RT and running southerly along the westerly fence line of IH 94 to beyond the project limits.

Contact Ken Nine, (574) 842-8830 office / (574) 904-6336 cell, of JMC Engineers & Associates, Inc. 7 days in advance to coordinate locations and any excavation near their facilities.

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

- An existing underground communications line beginning beyond the southerly project limits and running northerly along the westerly IH 94 right-of-way and ending at a pole at Station 4696+34, 28'LT. AT&T will relocate this line prior to construction. The existing line will be discontinued in place.
- An existing overhead communications line on AT&T poles beginning at a pole at Station 4696+34, 28'LT and running northerly along the westerly IH 94 right-of-way and ending at a pole at Station 4709+31, 61'LT. AT&T will relocate this line in conjunction with We Energies pole relocations as described below prior to construction.
- An existing underground communications line beginning at a pole at Station 4709+31, 61'LT and running northwesterly to Station 47+59, 28'RT where it turns and runs northerly, crossing Braun Road at Station 47+56, and continues northerly to a pole at Station 47+52, 32'LT. From there the line turns and runs easterly along a line approximately 33' north of the centerline of Braun Road to beyond the easterly project limits. AT&T will relocate portions of this line prior to construction. The remaining portions of the line will remain in place without adjustment.

- An existing underground communications line beginning at Station 2730+77, 45'LT and running northerly along the westerly IH 94 right-of-way to beyond the project limits. AT&T will relocate portions of this line prior to construction. The remaining portions of this line will remain in place without adjustment.

AT&T Wisconsin also has discontinued facilities within the project limits in the following locations:

- A discontinued underground communications line beginning at Station 47+52, 32'LT and running easterly along a line approximately 35' north of the centerline of Braun Road, crossing the West Frontage Road, and continuing easterly to beyond the project limits.
- A discontinued underground communications line beginning at Station 47+52, 32'LT and running northeasterly to Station 4712+43, 61'LT where it turns and runs northerly along the westerly IH 94 right-of-way Station 2730+77, 45'LT.

Contact Mark Eder, (262) 896-7434, of AT&T Wisconsin 7 days in advance to coordinate locations and any excavation near their facilities.

**Level 3 Communications** has an existing underground communications duct package, consisting of 3 ducts owned by Level 3 Communications bundled with 6 ducts owned by AT&T Corporation, within the project limits beginning beyond the southerly project limits and running northerly along the westerly IH 94 right-of-way to Station 4681+36, 37'LT. From there the line turns and runs easterly, crossing the West Frontage Road at Station 4681+32, and continuing easterly to Station 4681+29, 26'RT where it turns and runs northerly along the westerly fence line of IH 94, crossing Braun Road at Station 50+07, and continuing northerly along the fence line to beyond the project limits. Prior to construction, AT&T Corporation will relocate this duct package on behalf of Level 3 Communications beginning at Station 4681+36, 37'LT and running northerly along the new westerly right-of-way of IH 94, crossing Braun Road, and continuing northerly along the westerly right-of-way to beyond the project limits. The existing line between Station 4681+36, 37'LT and the northerly project limits will be discontinued in place.

Level 3 Communications also has a discontinued duct package, consisting of 3 discontinued ducts owned by Level 3 Communications bundled with 6 discontinued ducts owned by AT&T Corporation, within the project limits beginning at Station 4681+29, 26'RT and running southerly along the westerly fence line of IH 94 to beyond the project limits.

Contact Brahim Gaddour, (414) 908-1027 office / (414) 704-1026 cell, of Level 3 Communications 7 days in advance to coordinate locations and any excavation near their facilities.

**Time Warner Cable (aka. Charter Communications)** has existing overhead communications facilities within the project limits in the following locations:

- An existing overhead communications line on We Energies poles beginning beyond the westerly project limits and running easterly to a pole at Station 2731+62, 47'LT where it turns and runs northerly along the westerly IH 94 right-of-way to beyond the project limits. Charter Communications will relocate this line in conjunction with We Energies pole relocations as described below prior to construction.

Contact Steve Cramer, (414) 227-4045 office / (414) 688-2385 cell, of Charter Communications 7 days in advance to coordinate locations and any excavation near their facilities.

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

- An existing overhead electric line beginning beyond the southerly project limits and running northeasterly along the westerly IH 94 right-of-way to a pole at Station 4681+62, 31'LT where it turns and runs northerly along the westerly right-of-way to a pole at Station 4684+19, 26'LT. From there the line continues northerly to a pole at Station 4686+67, 27'LT and then continues northerly and ends at a pole at Station 4694+29, 32'LT. Prior to construction, We Energies will relocate portions of this line beginning at a new pole at Station 4680+23, 51'LT and running northerly along the new easterly IH 94 right-of-way to a new pole at Station 4699+69, 65'LT where it will turn and run northeasterly to a new pole at Station 4701+26, 31'LT. From there it will continue northerly along the new right-of-way, crossing Braun Road, and continuing northerly to an existing pole at Station 2712+43, 61'LT.
- An existing overhead electric line beginning beyond the westerly project limits and running easterly to a pole at Station 4694+29, 32'LT where it continues easterly, crossing the West Frontage Road at Station 4694+31, and continuing easterly across IH 94 and beyond the project limits. We Energies will remove this line and overhead crossing of IH 94 prior to construction.
- An existing overhead electric line beginning beyond at a pole at Station 4684+19, 26'LT and running westerly to beyond the project limits. Prior to construction, We Energies will relocate this line beginning at a new pole at Station 4684+05, 51'LT and running westerly to beyond the project limits.
- An existing overhead electric line beginning at a pole at Station 4686+67, 27'LT and running northwesterly to beyond the project limits. Prior to construction, We Energies will relocate this line beginning at a new pole at Station 4686+32, 51'LT and running northwesterly to beyond the project limits.
- An existing underground electric line beginning beyond the westerly project limits running easterly along the southerly right-of-way of Braun Road to a vault at Station 47+82, 33'RT where it turns and runs southerly to beyond the project limits. This line will remain in place without adjustment.
- An existing overhead electric line beginning beyond the westerly project limits running easterly along the northerly right-of-way of Braun Road to a pole at Station 47+52, 32'LT where it turns and runs northeasterly to a pole at Station 2712+43, 61'LT. From there it turns and runs northerly along the westerly IH 94 right-of-way to a pole at Station 2722+76, 45'LT and continues northerly along the right-of-way

to a pole at Station 2731+62, 47'LT. From there the line continues northerly along the right-of-way to a pole at Station 2734+93, 47'LT and continues northerly along the right-of-way to beyond the project limits. Prior to construction, We Energies will relocate portions of this line beginning at the existing pole at Station 2712+43, 61'LT and running northerly along the new westerly IH 94 right-of-way to a new pole at Station 2722+74, 51'LT and continuing northerly to a new pole at Station 2729+15, 54'LT. From there the line will continue northerly along the new right-of-way to a new pole at Station 2731+62, 55'LT and then continue northerly along the right-of-way to a new pole at Station 2734+93, 59'LT. From there the line will continue northerly along the new westerly IH 94 right-of-way to beyond the project limits.

- An existing overhead electric line beginning at a pole at Station 2722+76, 45'LT and running westerly to beyond the project limits. Prior to construction, We Energies will relocate this line beginning at a new pole at Station 2722+74, 51'LT and running westerly to beyond the project limits.
- An existing overhead electric line beginning at a pole at Station 2731+62, 47'LT and running westerly to beyond the project limits. Prior to construction, We Energies will relocate portions of this line beginning at a new pole at Station 2731+62, 55'LT and running westerly to beyond the project limits.
- An existing overhead electric line beginning at a pole at Station 2731+62, 47'LT and running easterly, crossing the West Frontage Road at Station 2731+59, and continuing easterly across IH 94 to beyond the project limits. Prior to construction, We Energies will remove this overhead crossing of IH 94 and construct a new underground crossing of IH 94 beginning at a new pole at Station 2729+15, 54'LT and running easterly, crossing the West Frontage Road and continuing easterly across IH 94 to beyond the project limits.
- An existing overhead electric line beginning at a pole at Station 2734+93, 47'LT and running westerly to beyond the northerly project limits. Prior to construction, We Energies will relocate portions of this line beginning at a new pole at Station 2734+93, 59'LT and running westerly to beyond the project limits.

Contact Dan Toomey, (414) 944-5695, of We Energies 7 days in advance to coordinate locations and any excavation near their facilities.

**WisDOT** has existing traffic management and underground communications facilities within the project limits in the following locations:

- Existing traffic management and underground communications facilities along the IH 94 Mainline pavement. These facilities will remain in place without adjustment.
- Existing communications fiber optic lines in the previously described AT&T Corporation duct package throughout the project limits. AT&T Corporation will relocate these lines on behalf of WisDOT as previously described. The existing lines will be discontinued as previously described.

WisDOT also has discontinued fiber optic lines in the previously described discontinued AT&T Corporation duct package.

Contact Jeff Madson, (414) 225-3723, of WisDOT 7 days in advance to coordinate construction, locations and any excavation near their facilities.

### **1033-02-77**

**AT&T Wisconsin** has existing overhead and underground communication facilities within the project limits in the following locations:

- An existing overhead communication line on We Energies' poles beginning beyond the southerly project limits and running northerly along the right-of-way to a pole at Station 5805+30, 31'RT. Prior to construction, AT&T Wisconsin will relocate portions of this line in conjunction with We Energies pole relocations hereinafter described.
- An existing underground communication line beginning at Station 5805+30, 31'RT running northerly to Station 5817+42, 32'RT, where the line turns running easterly to beyond the easterly project limits. AT&T will discontinue this line in place.

AT&T Wisconsin will relocate, construct and reconstruct communication facilities in the project area at the following locations prior to construction:

- Prior to construction AT&T will install a new overhead communication line to We Energies' poles beginning at a pole at Station 5805+30, 31'RT running northerly along the right-of-way to Station 5832+00, 54'RT, where the line turns running northwesterly, crossing the East Frontage Road at Station 5832+50, to a pole at Station 5833+16, 62'LT.

AT&T Wisconsin has a discontinued underground communication cable beginning beyond the southerly project limits approximately 15' east of the edge of pavement of the existing East Frontage Road running north to 5805+30.

Contact Mark Eder (262-896-7434) of AT&T Wisconsin 7 days in advance to coordinate locations and any excavation near their facilities.

**Racine Water and Wastewater Utilities** has existing underground water facilities within the project limits in the following locations:

- An existing underground water line beginning at a fire hydrant at Station 5827+68, 50'RT running northeasterly approximately 25' to 30' east of the edge of pavement of the East Frontage Road to beyond the northerly project limits. This line will remain in place without adjustment. The Racine Water and Wastewater Utilities will install insulation between Station 5827+50 and Station 5832+50 during construction.

Contact Chad Regalia, (414) 944-5695, of Racine Water and Wastewater Utilities 7 days in advance to coordinate locations and any excavation near their facilities.

**Time Warner Cable (aka. Charter Communications)** has existing overhead communication facilities within the project limits in the following locations:

- An existing overhead communication line on We Energies' poles beginning beyond the southerly project limits and running northerly approximately 46' east of the existing East Frontage Road centerline to a pole at Station 5803+17, 31.6' RT. The facility continues running north to a pole at Station 5807+47, 30.6, RT, continues north to a pole at Station 5809+58, 30.5 RT, continues north to a pole at Station 5813+57, 32.6' RT, continues north to a poles at Station 5819+93, 44' RT and Station 5820+47, 45.8' RT. At a pole at Station 5822+11, 53.3' RT the facility turns slightly and runs northeasterly to a pole at Station 5827+38, 103.6' RT where it turns and runs north to a pole at Station 5830+81, 36.9' RT then crossing the East Frontage Road at Station 5832+82 and continues northerly to beyond the project limits. Prior to construction, Charter Communications will relocate portions of this line in conjunction with We Energies pole relocations hereinafter described.

In addition Charter Communications will relocate, construct and reconstruct communication facilities in the project area at the following locations prior to construction:

- A proposed underground communication line beginning at Station 5824+55, 79' RT running northerly along a line 2' west of the east right-of-way line to Station 5829+73, 97' RT with a pedestal installed at Station 5828+70, 108' RT.

Charter Communications will discontinue the buried communication line beginning at Station 5824+55, 79' RT running northerly along a line approximately 15' west of the east right-of-way line to Station 5829+73, 97' RT

Contact Steve Cramer, (414) 227-4045 office / (414) 688-2385 cell, of Charter Communications 7 days in advance to coordinate locations and any excavation near their facilities.

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

- An existing overhead electric line beginning beyond the southerly project limits and running northerly approximately 46' east of the existing East Frontage Road centerline to a pole at Station 5803+17, 31.6' RT. The facility continues running north to a pole at Station 5807+47, 30.6, RT, continues north to a pole at Station 5809+58, 30.5 RT, continues north to a pole at Station 5813+57, 32.6' RT, continues north to a poles at Station 5819+93, 44' RT and Station 5820+47, 45.8' RT. At a pole at Station 5822+11, 53.3' RT the facility turns slightly and runs northeasterly to a pole at Station 5827+38, 103.6' RT where it turns and runs north to a pole at Station 5830+81, 36.9' RT then crossing the East Frontage Road at Station 5832+82 and continues northerly to beyond the project limits. Prior to construction We Energies will remove this existing facility and install a new overhead electric line on new or existing poles beginning at a new pole at Station 5790+49.7, 71.6' RT running

northerly to a riser pole at Station 5806+85, 40' RT, continuing north to a riser pole at Station 5809+60, 35' RT. It continues north to a new pole at Station 5821+99, 53' RT where it turns and runs northeasterly to a new pole at Station 5832+00, 54' RT. From there it turns northwesterly, crossing the East Frontage Road at Station 5832+50, to a pole at Station 5833+16, 62' LT. It continues running north to beyond the project limits.

- We Energies has buried electric beginning at riser poles at Stations 5803+17, 31.6' RT, Station 5807+47, 31' RT, Station 5813+57, 32.6' RT, 5819+93, 44', Station 5820+47, 45.8' RT and 5830+81, 36.9' RT. Prior to construction, We Energies will remove the riser pole at Station 5807+47, 31' RT and discontinue the buried electric. We Energies will also install new buried electric from new rise pole at Station 5806+85, 40' RT. The new buried electric line will run east south. We Energies will also install new buried electric from new rise pole at 5809+60, 35' RT. The new buried electric will run east to beyond the project limits.
- We Energies has a buried electric line beginning at a riser pole at Station 5830+81, 37' RT and running northeasterly about 53' east of the existing center line of the East Frontage Road to beyond the project limits. Prior to construction, We Energies will discontinue this facility and install a new buried electric line beginning at a new riser pole at Station 5832+00, 54' RT. From there it will run northeasterly along the right-of-way line to beyond the project limits.

Contact Dan Toomey, (414) 944-5695, of We Energies 7 days in advance to coordinate locations and any excavation near their facilities.

**We Energies – Gas** has existing underground gas facilities within the project limits in the following locations:

- An existing underground gas line beginning beyond the southerly project limits and running northerly to Station 5799+92, 28.2 RT where it angles slightly and runs northwesterly to Station 5803+11, 20.1' RT. From there it angles lightly and runs north to Station 5819+55, 27.6' RT where it turns northeasterly to Station 5830+27, 58.8' RT, where it turns and runs north crossing the East Frontage Road at Station 5831+80. From there it continues northerly to beyond the project limits. Prior to construction, We Energies will install a new facility beginning beyond the southerly project limits to 8' west of the east new right-of-way to Station 5795+80 where it jogs and continues north 14' west of the east new right-of-way line. It continues north to Station 5801+40 where it jogs and continues north 5' west of the right-of-way line to Station 5805+25 where it jogs and continues north to Station 5813+90 where it jogs and continues north to Station 5819+35 where it angles slightly and runs northeasterly to Station 5828+50. From there it turns and runs north to a Tee at Station 5830+50, RT then continues north crossing the East Frontage Road at Station 5831+60 where it continues north to beyond the project limits. The original gas line within these limits will be discontinued.

- An existing underground gas line beginning at Tee at Station 5831+55, 4'RT running northeasterly along the right ditch line and continues to beyond the northerly project limits. Prior to construction, We Energies will install a new gas line beginning at the Tee at Station 5830+50, RT where it runs east to the new right-of-way line and turns and runs 5' west of the right-of-way to beyond the northeasterly project limits. The original gas line within these limits will be discontinued.

Contact Dan Toomey, (414) 944-5695, of We Energies 7 days in advance to coordinate locations and any excavation near their facilities.

**WisDOT** has existing underground traffic management and communication facilities in the project limits along the IH 94 Mainline pavement. These facilities will remain in place without adjustment.

Contact Jeff Madson, (414) 225-3723, of WisDOT 7 days in advance to coordinate construction, locations and any excavation near their facilities.

### **1033-02-78**

**AT&T Legacy (aka. AT&T Corporation)** has existing underground communication facilities within the project limits in the following locations:

- An existing underground communications duct package, consisting of 6 ducts owned by AT&T Corporation bundled with 3 ducts owned by Level 3 Communications, within the project limits beginning beyond the southerly project limits and running northerly between IH 94 and the West Frontage Road to a hand hole at Station 4811+08, 28'RT where it turns and runs westerly, crossing the West Frontage Road at Station 4811+10, and continuing to a hand hole at Station 4811+65, 65'LT. From there it turns and runs northerly along the westerly IH 94 right-of-way, crossing Grandview Parkway at Station 93+31, and continuing to beyond the project limits. Prior to construction, AT&T Corporation will relocate portions of this 9-duct package beginning beyond the southerly project limits and running northerly along the westerly IH 94 right-of-way to a new hand hole at Station 4785+70, 65' LT. From there it continues northerly, crossing 56<sup>th</sup> Road at Station 49+41, and continues northerly, crossing Leetsbir Road at Station 77+39, and tying into an existing hand hole at Station 4811+15, 65'LT. The existing line between the southerly project limits and the hand hole at Station 4811+65, 65'LT will be discontinued in place.

AT&T Corporation also has a discontinued duct package, consisting of 6 discontinued ducts owned by AT&T Corporation bundled with 3 discontinued ducts owned by Level 3 Communications, within the project limits beginning at Station 4811+08, 28'RT running northerly between IH 94 and the West Frontage Road to beyond the northerly project limits.

Contact Ken Nine, (574) 842-8830 office / (574) 904-6336 cell, of JMC Engineers & Associates, Inc. 7 days in advance to coordinate locations and any excavation near AT&T Corporation facilities.



**AT&T Wisconsin** has existing overhead and underground communication facilities within the project limits in the following locations:

- An existing underground communication line beginning beyond the southerly project limits running northerly along the westerly IH 94 right-of-way to a pedestal at Station 4787+13, 58'LT and continues northerly, crossing 56<sup>th</sup> Road at Station 49+41, to a pedestal at Station 4794+93, 52'LT. From there it continues northerly, crossing Leetsbir Road at Station 77+40, to a pedestal at Station 4795+89, 47'LT and continues northerly, crossing Grandview Parkway at Station 93+35, to beyond the northerly project limits. This line will remain in place without adjustment.
- An existing underground communication line beginning at a pedestal at Station 4787+13, 58'LT running westerly along the south side of 56<sup>th</sup> Road to beyond the project limits. This line will remain in place without adjustment.
- An existing underground communication line beginning at a pedestal at Station 4795+89, 47'LT and running westerly along the north side of Leetsbir Road to beyond the project limits. This line will remain in place without adjustment.
- An existing underground communication line beginning beyond the westerly project limits running easterly to Station 4813+36, 85'LT where it turns and runs northerly along the westerly IH 94 right-of-way to a pedestal at Station 4817+65, 67'LT. This line will remain in place without adjustment.
- An existing underground communication line beginning at Station 4819+44, 66'LT where it turns and runs westerly to Station 4819+44, 81'LT. From there it turns northerly running along the westerly IH 94 right-of-way to a pedestal at Station 4822+65, 62'LT where it turns and runs westerly to beyond the project limits. This line will remain in place without adjustment.
- An existing underground communication line beginning at a pedestal at Station 4838+28, 69'LT where it turns and runs easterly to Station 4838+28, 49'LT. From there it turns northerly running along the westerly IH 94 right-of-way to beyond the project limits. This line will remain in place without adjustment.

Contact Mark Eder, (262) 896-7434, of AT&T Wisconsin 7 days in advance to coordinate locations and any excavation near their facilities.

**Level 3 Communications** has an existing underground communications duct package, consisting of 3 ducts owned by Level 3 Communications bundled with 6 ducts owned by AT&T Corporation, within the project limits beginning beyond the southerly project limits and running northerly between the IH 94 and the West Frontage Road to a hand hole at Station 4811+08, 28'RT where it turns and runs westerly, crossing the West Frontage Road at Station 4811+10, and continuing to a hand hole at Station 4811+65, 65'LT. From there it turns and runs northerly along the westerly IH 94 right-of-way, crossing Grandview Parkway at Station 93+31, and continuing to beyond the project limits. Prior to construction, AT&T Corporation will relocate this duct package on behalf of Level 3 Communications beginning beyond the southerly project limits and running northerly along the westerly IH 94 right-of-way to a new hand hole at Station 4785+70, 65' LT. From there it continues northerly, crossing 56<sup>th</sup> Road at Station 49+41, and continues northerly, crossing Leetsbir

Road at Station 77+39, and tying into an existing hand hole at Station 4811+15, 65'LT. The existing line between the southerly project limits and the hand hole at Station 4811+65, 65'LT will be discontinued in place.

Level 3 Communications also has a discontinued duct package, consisting of 3 discontinued ducts owned by Level 3 Communications bundled with 6 discontinued ducts owned by AT&T Corporation, within the project limits beginning at Station 4811+08, 28'RT running northerly between IH 94 and the West Frontage Road to beyond the northerly project limits.

Contact Brahim Gaddour, (414) 908-1027 office / (414) 704-1026 cell, of Level 3 Communications 7 days in advance to coordinate locations and any excavation near their facilities.

**Time Warner Cable (aka. Charter Communications)** has existing underground communication facilities within the project limits in the following locations:

- An existing underground communication line beginning at a pedestal at Station 4813+41, 48'LT running northerly along the westerly IH 94 right-of-way, crossing Grandview Parkway at Station 93+44, and continuing northerly to beyond the project limits. This line will remain in place without adjustment.

Contact Steve Cramer, (414) 227-4045 office / (414) 688-2385 cell, of Charter Communications 7 days in advance to coordinate locations and any excavation near their facilities.

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

- An existing overhead electric line beginning beyond the westerly project limits and running easterly along the north side of 56<sup>th</sup> Road to a pole at Station 47+59, 32'LT and continuing to a pole at Station 4788+09, 58'LT. From there it continues easterly, crossing the West Frontage Road at Station 4788+25, and continuing to beyond the project limits. Prior to construction, We Energies will relocate portions of this line beginning at an existing pole at Station 45+82, 33'LT and running easterly to new poles at Station 47+59, 32'LT and Station 49+04, 56'LT and tying into an existing pole at Station 4788+09, 58'LT. We Energies will also remove the overhead line running east of the existing pole at Station 4788+09, 58'LT.
- An existing overhead electric line beginning at a pole at Station 47+59, 32'LT and running southerly, crossing 56<sup>th</sup> Road at Station 47+55, and continuing to beyond the project limits. This line will remain in place without adjustment.
- An existing guy wire beginning at a guy pole at Station 4786+97, 58'LT and running northerly, crossing 56<sup>th</sup> Road at Station 49+41, and continuing to a pole at Station 4788+09, 58'LT. Prior to construction, We Energies will remove the existing guy pole at Station 4786+97, 58'LT and place a new guy pole at Station 4786+34, 61'LT.

- An existing overhead electric line beginning at a pole at Station 4788+09, 58'LT running northerly along the westerly IH 94 right-of-way, crossing Leetsbir Road at Station 77+36, and continuing northerly to a pole at Station 4795+77, 52'LT where it continues northerly to a pole at Station 4817+00, 70'LT. Prior to construction, We Energies will relocate portions of this line beginning at an existing pole at Station 4790+67, 56'LT and running northerly to new poles at Station 4792+33, 63'LT, Station 4794+00, 70'LT, and Station 4795+85, 63'LT and tying into an existing pole at Station 4798+04, 56'LT. The remainder of the line will remain in place without adjustment.
- An existing overhead electric line beginning at Station 4795+77, 52'LT and running westerly along the northerly Leetsbir Road right-of-way to beyond the project limits. Prior to construction, We Energies will relocate portions of this line beginning at a new pole at Station 4795+85, 63'LT and running westerly and tying into an existing pole at Station 76+32, 32'LT. The remainder of the line will remain in place without adjustment.
- An existing underground electric line beginning at a pole at Station 4817+00, 70'LT running northeasterly to Station 4817+15, 52'LT where it turns and runs northerly to Station 4817+63, 54'LT. From there it runs northwesterly to Station 4817+96, 71'LT where it turns and runs northerly along the westerly IH 94 right-of-way, crossing Grandview Parkway at Station 93+26, and continuing northerly to 4834+08, 63'LT. From there it runs northeasterly to Station 4834+54, 44'LT where it turns northerly to Station 4835+05, 46'LT and turns and runs northwesterly to Station 4835+32, 61'LT. From there it turns and runs northerly along the westerly IH 94 right-of-way to Station 4842+99, 64'LT where it turns northwesterly to a meter at Station 4843+32, 106'LT. From the meter it runs easterly to Station 4843+28, 73'LT where it turns and runs northerly to Station 4844+03, 72'LT. From there it turns and runs westerly to Station 4844+06, 92'LT where it turns and runs northerly to beyond the northerly project limits. Prior to construction, We Energies will lower in place portions of this line from Station 4838+30, 63'LT to Station 4838+70, 63'LT. The remainder of the line will remain in place without adjustment.
- An existing underground electric line beginning beyond the westerly project limits running easterly to Station 4813+35, 84'LT where it turns and runs northerly along the westerly IH 94 right-of-way to a transformer at Station 4822+61, 90'LT where it turns and runs westerly to beyond the project limits. This line will remain in place without adjustment.
- An existing underground electric line beginning at a transformer at Station 4822+61, 90'LT and running easterly to a light pole at Station 4822+73, 46'LT. Prior to construction, We Energies will relocate the light pole to Station 4822+67, 52'LT and tie into it with the existing line.
- An existing underground electric line beginning beyond the westerly project limits running easterly to Station 4813+35, 84'LT where it turns and runs northerly along the westerly IH 94 right-of-way to a transformer at Station 4817+75, 83'LT. From there it continues northerly, crossing Grandview Parkway at Station 93+19, and continuing to Station 4827+59, 81'LT where it turns and runs westerly to beyond the project limits. This line will remain in place without adjustment.

- An existing underground electric line beginning at a transformer at Station 4832+30, 80'LT and running northerly along the westerly IH 94 right-of-way to 4834+08, 63'LT. From there it runs northeasterly to Station 4834+54, 44'LT where it turns northerly to Station 4835+05, 46'LT and turns and runs northwesterly to Station 4835+32, 61'LT. From there it turns and runs northerly along the westerly IH 94 right-of-way to a transformer at Station 4838+22, 75'LT and continues northerly Station 4842+99, 64'LT where it turns northwesterly to a meter at Station 4843+32, 106'LT. From the meter it runs northerly along the westerly IH 94 right-of-way to beyond the project limits. Prior to construction, We Energies will lower in place portions of this line from Station 4838+30, 70'LT to Station 4838+70, 71'LT. The remainder of the line will remain in place without adjustment.

Contact Dan Toomey, (414) 944-5695, of We Energies 7 days in advance to coordinate locations and any excavation near their facilities.

**We Energies – Gas** has existing underground gas facilities within the project limits in the following locations:

- An existing underground gas line beginning beyond the southerly project limits and running northerly along the westerly IH 94 right of way, crossing 56th Road at Station 49+48, where it continues northerly, crossing Leetsbir Road at Station 77+44, to a tee at Station 4795+74, 45'LT. From there it continues northerly, crossing Grandview Parkway at Station 93+38, to a tee at Station 4823+20, 62'LT. From there it continues northerly to an elbow at Station 4831+75, 53'LT where the line turns and runs westerly to an elbow at Station 4831+75, 94'LT. From there the line turns and runs northerly to an elbow at Station 4832+21, 94'LT, where the line turns and runs westerly to beyond the westerly project limits. Prior to construction, We Energies – Gas will discontinue portions of this line in place from beyond the southerly limits to Station 48+00, 45'LT and from Station 4806+37, 58'LT to Station 4817+75, 57'LT and relocate as described below. The remaining portions of this line will remain in place without adjustment.
- An existing underground gas line beginning at a tee at Station 4795+74, 45'LT and running westerly along the north side of Leetsbir Road to beyond the project limits. Prior to construction, We Energies – Gas will discontinue portions of this line in place from Station 77+15, 28'LT to Station 4795+70, 42'LT and relocate as described below. The remaining portions of this line will remain in place without adjustment.

We Energies – Gas will relocate, construct and reconstruct communication facilities in the project area at the following locations prior to construction:

- A new underground gas line from beyond the southerly project limits running northerly 13' east of the westerly IH 94 right of way, crossing 56<sup>th</sup> Road at Station 49+35, and continuing northerly, crossing Leetsbir Road at Station 77+47, to a tee at Station 4795+70, 42'LT. From there it continues northerly to Station 4799+50,

48'LT where it turns northwesterly tying into the existing main at Station 48+00, 45'LT.

- A new underground gas line beginning at a tee Station 4795+70, 42'LT and running westerly and tying into the existing main on Leetsbir Road at Station 77+15, 28'LT.
- A new underground gas line beginning at Station 4806+37, 58'LT running northerly approximately 16' east of the westerly IH 94 right of way to an elbow at Station 4813+30, 53'LT where it turns and runs easterly to an elbow at Station 4813+30, 35'LT. From there it turns and runs northerly to an elbow at Station 4817+75, 35'LT and then turns westerly tying into the existing main at 4817+75, 57'LT.

Contact Dan Toomey, (414) 944-5695, of We Energies 7 days in advance to coordinate locations and any excavation near their facilities.

**WisDOT** has existing underground traffic management and communication facilities within the project limits in the following locations:

- Existing traffic management and underground communications facilities along the IH 94 Mainline pavement. These facilities will remain in place without adjustment.
  - Existing communications fiber optic lines in the previously described AT&T Corporation duct package throughout the project limits. AT&T Corporation will relocate these lines on behalf of the WisDOT as previously described. Portions of the existing lines will be discontinued as previously described.

WisDOT also has discontinued fiber optic lines in the previously described discontinued AT&T Corporation duct package.

Contact Jeff Madson, (414) 225-3723, of WisDOT 7 days in advance to coordinate construction, locations and any excavation near their facilities.

**Yorkville Sewer Utility District No 1 – Sewer** has existing underground sanitary sewer facilities within the project limits in the following locations:

- An existing underground sanitary forcemain beginning at Station 4804+20, 25'LT running northerly along the west side of the West Frontage Road to a bend at Station 4822+37, 33'LT. From there the line turns and runs northwesterly to a bend at Station 4822+54, 52'LT where it turns and runs westerly to beyond the project limits. This line will remain in place without adjustment.

Contact Gary Hanson, (262) 888-9439, of Yorkville Sewer Utility District No 1, 7 days in advance to coordinate locations and any excavation near their facilities.

**Yorkville Sewer Utility District No 1 – Water** has existing underground water facilities within the project limits in the following locations:

- An existing underground water line beginning at Station 4804+16, 46'LT running northerly along the west side of the West Frontage Road to a bend at Station 4822+64, 57'LT where the line turns and runs northwesterly, crossing Grandview Parkway at Station 93+14, to a bend at Station 92+84, 36'LT. From there the line turns and runs westerly along the north side of Grandview Parkway to beyond the westerly project limits. This line will remain in place without adjustment. During construction, Yorkville Sewer Utility District No 1 – Water will adjust water valves as necessary in conjunction with the grading operations. Allow Yorkville Sewer Utility District No 1 – Water 2 consecutive working days to perform the relocation. Contact Gary Hanson (262-888-9439) of Yorkville Sewer Utility District No 1 5 days prior to any grading operations to coordinate water valve adjustments.
- An existing underground water line beginning at a bend at Station 4828+12, 97'LT running northerly behind the westerly IH 94 right of way to a bend at Station 4831+85, 90'LT. This line will remain in place without adjustment.

Contact Gary Hanson (262-888-9439) of Yorkville Sewer Utility District No 1, 7 days in advance to coordinate locations and any excavation near their facilities.

## **7. Railroad Insurance and Coordination - Soo Line Railroad Company (CP)**

### **A Description**

Comply with standard spec 107.17 for all work affecting Soo Line Railroad Company (CP) property and any existing tracks.

### **A.1 Railroad Insurance Requirements**

In addition to standard spec 107.26, provide railroad protective liability insurance coverage as specified in standard spec 107.17.3.

Insurance is filed in the name of Soo Line Railroad Company d/b/a Canadian Pacific.

Notify evidence of the required coverage, and duration to:

Jim Krieger, Manager Public Works  
Canadian Pacific Plaza  
120 South 6<sup>th</sup> Street, Suite 700  
Minneapolis, MN 55402  
Telephone: (612) 330-4555  
E-mail: [jim\\_krieger@cpr.ca](mailto:jim_krieger@cpr.ca).

Also send a copy to the following:

Michael Birschbach, SE Region Railroad Coordinator  
141 N. W. Barstow Street, Waukesha, WI 53188  
Telephone (262) 548-5935  
E-mail: [Michael.Birschbach@dot.wi.gov](mailto:Michael.Birschbach@dot.wi.gov)

Include the following information on the insurance document:

Project: 1030-24-70/74

	<b>Route Name</b>	<b>City/ County</b>	<b>Crossing ID</b>	<b>RR Subdivision</b>	<b>RR Milepost</b>
	East Frontage Rd	Mt. Pleasant, Racine Co	388090A	Waxdale Sub	9.72
	IH94	Yorkville, Racine Co	388091G	Waxdale Sub	9.91
	West Frontage Rd	Yorkville, Racine Co	388092N	Waxdale Sub	10.16

### **A.2 Train Operation**

The tracks have been removed. There are no train operations at this time.

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

#### **Construction Contact**

Jim Krieger, Manager Public Works; Canadian Pacific Plaza, 120 South 6<sup>th</sup> Street, Suite 700, Minneapolis, MN 55402; Telephone (612) 330-4555; E-mail [jim\\_krieger@cpr.ca](mailto:jim_krieger@cpr.ca) for consultation on railroad requirements during construction.

#### **Cable Locate Contact**

In addition to contacting Diggers Hotline, contact CP Call Before You Dig line at (866) 291-0741, five working days before the locate is needed. Reference the Crossing ID, Wisconsin Milepost and Subdivision found in A.1.

Soo Line (CP) will only locate railroad owned facilities located in the railroad right-of-way. The railroad does not locate any other utilities.

### **A.4 Work by Railroad**

The railroad will perform the work described in this section, except for work described in other special provisions and will be accomplished without cost to the contractor. None stp 107-026 (20170615)

## **8. Other Contracts.**

Coordinate your work according to standard spec 105.5.

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

It is expected that routine maintenance by the city and county personnel may be required at certain times concurrently with the work being done under this contract.

The following contracts are anticipated to be under construction within the time period of this contract, unless otherwise indicated:

I-94 Mainline, STH 20 to 7 Mile Road, Racine County

ID 1030-11-72, IH 94 N-S Freeway - CTH K Interchange - Mainline and Ramps

ID 1030-11-79, IH 94 N-S Freeway - STH 20 to CTH K (North) - Mainline

ID 1030-11-80, IH 94 N-S Freeway, STH 20 to CTH K (South), Mainline

ID 1030-25-79, IH 94 N-S Freeway - CTH K to CTH G - Mainline

ID 1035-01-79, N-S Freeway, CTH G to 7 Mile Road, Mainline

I-94 Mainline, CTH KR to STH 20, Racine County

ID 1030-24-71, IH 94 N-S Freeway, STH 11 Interchange, STH 11 Eastbound and Westbound

ID 1030-24-72, IH 94 N-S Freeway, STH 11 Interchange, Mainline and Ramps

STH 20 and CTH C Intersection, Racine County

ID 2340-00-76, STH 20, Intersection With CTH C, STH 20

## **9. Hauling Restrictions.**

*Replace standard spec 107.2 with the following:*

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

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

At all times, conduct operations in a manner that will cause a minimum of disruption to traffic on existing roadways.  
sef-107-015 (20170310)

## **10. Erosion Control.**

*Supplement standard spec 107.20 with the following:*

Erosion control best management practices (BMP's) the plans show are at suggested locations. The actual locations will be determined by the contractor's ECIP and by the engineer. Include each dewatering (mechanical pumping) operation in the ECIP submittal. The ECIP will supplement information the plans show and not reproduce it. The ECIP will identify how to implement the project's erosion control plan. ECIP will demonstrate timely and diligently staged operations, continuing all construction operations methodically from the



initial removals and topsoil stripping operations through the subsequent grading, paving, and re-application of top soil to minimize the exposure to possible erosion.

Provide the ECIP 14 days before the pre-construction conference. Provide 1 copy of the ECIP to the department and 1 copy of the ECIP to the WDNR Liaison (Kristina Betzold, (414) 263-8517, Kristina.betzold@wisconsin.gov). Do not implement the ECIP until department approval, and perform all work conforming to the approved ECIP.

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

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

Re-apply topsoil on graded areas, as designated by the engineer, within a timeframe acceptable to the engineer after grading is completed within those areas. Seed, fertilize, and mulch/erosion mat top-soiled areas, as designated by the engineer, within 5 days after placement of topsoil. If graded areas are left not completed and exposed for more than 14 days, seed those areas with temporary seed and mulch.

Do not allow excavation for; structures, utilities, grading, maintaining drainage that requires dewatering (mechanical pumping) of water containing sediments (sand, silt, and clay particles) to leave the work site or discharge to a storm water conveyance system without sediment removal treatment. Before each dewatering operation, submit to the department a separate ECIP amendment describing in words and pictorial format an appropriate BMP for sediment removal, conforming to WisDNR Storm Water Construction Technical Standard, Code 1061, Dewatering. Include reasoning, location, and schedule duration proposed for each operation. Per Code 1061, include all selection criteria: site assessment, dewatering practice selection, calculations, plans, specifications, operations, maintenance, and location of proposed treated water discharge. Provide a stabilized discharge area. If directing discharge towards or into an inlet structure, provide additional inlet protection for back-up protection. Dewatering is considered incidental to the project.  
sef-107-010 (20170323)

## **11. Environmental Protection, Aquatic Exotic Species Control.**

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

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

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

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

Complete the inspection and removal procedure before equipment is brought to the project site and before the equipment leaves the project site.  
stp-107-055 (20130615)

## **12. Public Convenience and Safety.**

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

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

### **13. Notice to Contractor – Archaeological Protection.**

*Add the following to standard spec 107.25:*

Sylvania Cemetery is located on the west side of the CTH KR to STH 11 West Frontage Road (Project 1030-24-78). Prior to construction, place safety fence between the project work limits and the cemetery and trees adjacent to the cemetery as shown in the plans. During construction, avoid disturbance to the cemetery and to the trees between the work limits and the cemetery, and remove the safety fence after the adjacent construction is complete.

### **14. Notice to Contractor – Contamination Beyond Construction Limits.**

The department and others completed testing for soil and groundwater contamination for locations within this project where excavation is required.

#### **Petroleum-Contaminated Soil Areas Outside of Project Limits**

Testing indicates that petroleum-contaminated soil is present at the following locations:

1. Access Road B Station 73B+60 to Station 75B+10, approximately 25 feet left of reference line to 40 feet right of reference line as shown on the plans.
2. Access Road B Station 77B+25, 75 feet left of reference line as shown on the plans.
3. I94 Northbound On Ramp Station 761+00, 40 feet left of reference line as shown on the plans.

The contaminated soils at the above locations are expected to be beyond the excavation limits necessary to complete the work under this project. Control construction operations at these locations to ensure that they do not extend beyond the excavation limits indicated in the plans. If contaminated soils, or other signs of hazardous substances, are unexpectedly encountered at these sites or elsewhere on the project during excavation, terminate excavation in the area and notify the engineer.

The Hazardous Materials Report is available by contacting:

Name: Andrew Malsom  
Address: Wisconsin Department of Transportation, SE Region  
141 NW Barstow Street, PO Box 798  
Waukesha, WI 53187-0798  
Phone: (262) 548-6705  
Fax: (262) 548-6891  
E-mail: [andrew.malsom@dot.wi.gov](mailto:andrew.malsom@dot.wi.gov)

### **15. Notice to Contractor – Airport Operating Restrictions.**

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

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

1030-24-70, 1030-24-74, 1030-24-77, 1030-24-78,  
1033-02-77, 1033-02-78

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

Contact Levi Eastlick, (608) 267-5018, WisBOA airspace/tall structure manager) for assistance submitting forms.  
sef-107-020 (20170310)

## **16. Notice to Contractor – Property Owner Coordination.**

Contact the following property owners in conjunction with the engineer.

Under project 1030-24-74, the owners of parcel 11 are responsible to have a new septic/mound/holding tank installed prior to construction. Prior to working in the area of parcel 11, contact the property owners to verify that the septic move has been completed. Contact information is: Charles and Marilyn Engel, 13625 Old Hwy 11, Sturtevant, WI, (262) 886-3210.

Under Project 1030-24-77, the owner of parcel 2 has requested that, if possible, avoid removing spruce trees in the area purchased as TLE acquisition. Contact the property owner, George Safransky, 3800 12<sup>th</sup> Street, Somers, WI 53171, (262) 412-4851, prior to performing work adjacent to this parcel.

Under Project 1033-02-77, the owner of parcel 5 would like the opportunity to move the fencing that exists in the areas purchased as FEE, PLE, and TLE acquisition. Contact the property owner, Thomas Hribar, 1821 E. Frontage Road, Sturtevant, WI 53177, (262) 835-4088, at least two weeks in advance of working the area adjacent to this parcel.

## **17. Public Involvement Meetings.**

Participate in department-sponsored public involvement meetings as the engineer requests. Ensure that representatives of subcontractors also participate in those meetings if the engineer requests.  
sef-999-040 (20160915)

## **18. Traffic Meetings and Traffic Control Scheduling.**

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

Meet with the engineer between 10:00 - 11:00 AM on Wednesdays at the Zoo Interchange project office on 2424 S. 102nd Street; West Allis to discuss and answer questions on the proposed schedule. Edit, delete and add closures to the detailed proposed 2-week look-ahead schedule, as directed by the engineer, so that proposed closures meet specification requirements. Other edits, deletions or additions unrelated to meeting specification requirements may also be agreed upon with the engineer during the 10:00 AM meeting.

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

Obtain approval from the engineer for any mid-week changes to the closure schedule. Revise the 2-week look-ahead as required and obtain engineer approval.  
sef-643-040 (20150319)

## **19. Material and Equipment Staging.**

Submit a map showing all proposed material stockpile or equipment storage locations to the engineer 14 days before either preconstruction or proposed use, whichever comes first. Identify the specific purposes for the location. Obtain written permits from the property owner, and submit two copies to the engineer before use. Do not stockpile or store materials or equipment on wetlands.  
sef-999-020 (20170310)

## **20. Work Force Opportunities.**

After contract award, attend the Work Force Opportunities workshop. The workshop will take place on the same day and be in the same location as the pre-construction meeting.

The Work Force Opportunities workshop will provide a venue for contractors to have meaningful dialogue with Transportation Alliance for New Solutions (TrANS) providers regarding the hiring of TrANS graduates. Reference ASP-1 for additional information regarding TrANS. The prime contractor and the 6 largest subcontractors according to let value of work shall provide staff with hiring authority to participate in a job-matching session during this workshop. Workshop participants will, at a minimum:

- Review contractor hiring processes for general labor positions.
- Listen to a presentation provided by TrANS providers regarding the TrANS training program, including details regarding how contractors can hire TrANS graduates.
- Review TrANS graduate availability for working on the project.
- Meet one-on-one for two minutes with each TrANS graduate in attendance at the meeting.

sef-108-036 (20120510)

## **21. Available Documents.**

The department will make all its information available to bidding contractors. The list of documents that are available for contractors' information includes:

- Design Study Report
- Exceptions to Standards Report
- Environmental Document
- As-Built Drawings
- Traffic Management Plan

These documents are available from Frank Pritzlaff at 141 NW Barstow Street, Waukesha, WI 53187, (262) 548-5683.

Reproduction costs will be applied to all copies requested.  
sef-102-005 (20170310)

## **22. Geotechnical Investigation Information.**

*Replace standard spec 102.5(3) 2 with the following:*

Available information relative to subsurface exploration, borings, soundings, water levels, elevations or profiles are available for review at the department's Regions office. Contact Frank Pritzlaff, 141 NW Barstow Street, Waukesha, WI 53187, (262) 548-5683.

Additional geotechnical information is available from studies and analyses that have been performed by Milwaukee Transportation Partners (MTP) for the Wisconsin Department of Transportation (WisDOT) for other aspects of this project. Review the available information to determine if it is of use. The use or not of the geotechnical information does not relieve performing the work conforming to the plans and specifications.  
sef-102-010 (20170310)

## **23. Contractor Notification.**

*Replace standard spec 104.2.2.2(2) with the following:*

If the contractor discovers the differing condition, provide a written notice, as specified in standard spec 104.3.3, of the specific differing condition before further disturbing the site and before further performing the affected work.

### **104.3.2 (Vacant)**

### **104.3.3 Contractor Initial Written Notice**

*Replace standard spec 104.3.2 and 104.3.3 with the following:*

If required by 104.2, or if the contractor believes that the department's action, the department's lack of action, or some other situation results in or necessitates a contract revision, promptly provide a written notice to the engineer. At a minimum, provide the following:

- A written description of the nature of the issue.
- The time and date of discovering the problem or issue.
- If appropriate, the location of the issue.

Provide the additional information specified in standard spec 104.3.5 as early as possible to assist the engineer in the timely resolution of an identified issue. The engineer will not require, in subsequent submissions, duplication of information already provided.

sef-104-005 (20141211)

## **24. Contractor Document Submittals.**

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

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

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

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

All costs for contractor document submittals are incidental to the contract.

sef-105-010 (20150619)

## **25. Information to Bidders, Use of Recovered Material.**

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

sef-106-005 (20141211)

## **26. Dust Control Implementation Plan.**

### **A Description**

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

### **B (Vacant)**

### **C Construction**

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

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

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

#### **C.2 DCIP Contents**

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

Include all of the following:

1. A single contact person with overall responsibility for the DCIP development as well as surveillance and remediation of job related dust. Provide:
  - Name, firm, address, and working-hours phone number.
  - Non-working-hours phone number.
  - Email address.



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

### **C.3 Updating the DCIP**

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

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

Coordinate with engineer to determine deadlines for resolving dust control deficiencies. Deficiencies include actions or lack of actions resulting in excessive dust, failing to comply with the contractor's DCIP or associated special provisions, and failing to properly maintain equipment.

### **D Measurement**

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

Measurement under the DCIP includes the contract bid items listed below:

623.0200	Dust Control Surface Treatment
624.0100	Water
628.7560	Tracking Pads
SPV.0075.025	Pavement Cleanup Project 1030-24-77
SPV.0075.027	Pavement Cleanup Project 1030-24-78
SPV.0075.029	Pavement Cleanup Project 1030-24-70
SPV.0075.031	Pavement Cleanup Project 1030-24-74
SPV.0075.033	Pavement Cleanup Project 1033-02-77
SPV.0075.035	Pavement Cleanup Project 1033-02-78

1030-24-70, 1030-24-74, 1030-24-77, 1030-24-78,  
1033-02-77, 1033-02-78

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

#### **E Payment**

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

sef-107-005 (20170323)

### **27. Project Site Air Quality.**

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

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

#### **Portable Concrete Crusher Plants**

Portable concrete crusher plants may need a NR 440 Concrete Crusher Plant Air Permit for air emissions. Please contact Wisconsin Department of Natural Resources to request additional information and permit application materials. Complete permit applications may take 3 months to process.

sef-999-039 (20160929)

### **28. Construction Over or Adjacent to Navigable Waters.**

*Add the following to standard spec 107.19:*

The Unnamed Tributary to Kilbourn Road Ditch is classified as a navigable waterway. The Unnamed Tributary to Kilbourn Road Ditch crosses the CTH KR to STH 11 East Frontage Road at Station 5664+70.

UT-18 to Kilbourn Road Ditch is classified as a navigable waterway. UT-18 to Kilbourn Road Ditch crosses the CTH KR to STH 11 East Frontage Road at Station 5693+80, IH 94 at Station 695+35, and West Frontage Road at Station 4696+55.  
stp-107-060 (20150630)

## **29. Maintaining Drainage.**

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

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

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

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

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

If dewatering operations require pumping of water containing sediments (sand, silt, and clay particles), the discharge will not be allowed to leave the work site or discharge to a storm water conveyance system without sediment removal treatment. Refer to article Erosion Control in these special provisions for additional requirements.  
sef-107-016 (20170310)

## **30. Work at Waterways.**

The contract requires construction in or adjacent to waterways at the following locations:

<u>Project</u>	<u>Station</u>
1030-24-77	East Frontage Road Station 5664+70 (Unnamed Tributary)
1030-24-77	East Frontage Road Station 5693+80 (UT-18)
1030-24-78	West Frontage Road Station 4696+55 (UT-18)
1033-02-77	East Frontage Road Station 5822+90 (Hoods Creek)
1033-02-78	West Frontage Road Station 4822+60 (Hoods Creek)

The Erosion Control Implementation Plan shall detail the work surrounding the waterways with every effort of keeping the flow continuous at all times during construction. Stream diversion or bypass pumping may be required for construction over or adjacent to waterways. The construction method selected is required to meet all accepted design criteria, standards, specifications, and DNR requirements.

Prepare and submit a plan detailing the construction method to be employed at each construction location in or adjacent to waterways. Pursue operations in a timely and diligent manner, continuing all construction operations methodically to minimize the impacts to the waterway. Remove culvert pipe checks in waterways immediately after completion of the culvert or storm sewer work.

Work at waterways shall be incidental to the applicable construction items in or adjacent to the waterway.

### **31. Information to Bidders, U.S. Army Corps of Engineers Section 404 Permit.**

The department is obtaining a U.S. Army Corps of Engineers Section 404 permit. Comply with the requirements of the permit in addition to requirements of the special provisions. A copy of the permit application is available from the regional office by contacting Laci Kazan at (414) 322-1429.

### **32. Subletting the Contract.**

*Replace standard spec 108.1.1 (3) with the following:*

If proposing to have a party other than a subcontractor perform work, notify the engineer and submit details of this arrangement in writing. The engineer will determine if that arrangement constitutes subcontracting. Submit copies of all other agreements between any parties regarding the performance of work under the contract with the Request to Sublet. sef-108-035 (20141212)

### **33. CPM Progress Schedule.**

*Modify the standard specs as follows:*

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

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

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

1030-24-70, 1030-24-74, 1030-24-77, 1030-24-78,  
1033-02-77, 1033-02-78

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

With each Monthly CPM Progress Schedule Update also include:

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

sef-108-010 (20170403)

### **34. 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 hold two meetings per month thereafter. 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)

### **35. Force Account.**

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

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

sef-109-005 (20141211)

### **36. Clearing and Grubbing, Emerald Ash Borer.**

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

*Supplement standard spec 201.3 with the following:*

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

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

- 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:

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

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

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

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

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

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

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

**(3) Inspected and Certified Items; Exemption.**

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

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

### **Regulatory Considerations**

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

### **Chipped Ash Trees**

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

- d) May be trucked to a licensed landfill within the quarantined zone with the engineer's approval according to standard spec 201.3 (15).
- e) Burning chips is optional if in compliance with standard spec 201.3.
- f) Chips must be disposed of immediately if not used for project mulching and may not be stockpiled and left on site for potential transport by others. Chips may be stockpiled temporarily if they will be used for project mulching and are not readily accessible to the public.
- g) Chipper equipment must be cleaned following post-chipping activities to ensure no spread of wood chip debris into non-quarantined counties.

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

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

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

*Supplement standard spec 632.2.2 with the following:*

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

### **Updates for Compliance**

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



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

**Regulated Items**

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

SER-201.1 (20160808)

**37. Removing Gate, Item 204.9060.S.001.**

**A Description**

This special provision describes removing gates according to the pertinent provisions of standard spec 204 and as hereinafter provided.

**B (Vacant)**

**C (Vacant)**

**D Measurement**

The department will measure Removing Gate in each unit, acceptably completed.

**E Payment**

*Add the following to standard spec 204.5:*

ITEM NUMBER	DESCRIPTION	UNIT
204.9060.S.001	Removing Gate	EACH

204-025 (20150630)

**38. Removing Permanent Barricades Type III, Item 204.9060.S.006.**

**A Description**

This special provision describes removing barricades and attached signs according to the pertinent provisions of standard spec 204 and as hereinafter provided.

**B (Vacant)**

**C (Vacant)**

**D Measurement**

The department will measure Removing Permanent Barricades Type III in each unit, acceptably completed.

1030-24-70, 1030-24-74, 1030-24-77, 1030-24-78,  
1033-02-77, 1033-02-78

**E Payment**

*Add the following to standard spec 204.5:*

ITEM NUMBER	DESCRIPTION	UNIT
204.9060.S.006	Removing Permanent Barricades Type III	EACH

Payment includes removal of any signs attached to the barricades.  
204-025 (20150630)

**39. Removing Drain Tile, Item 204.9090.S.002.****A Description**

This special provision describes removing drain tile according to the pertinent provisions of standard spec 204 and as hereinafter provided.

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

The department will measure Removing Drain Tile in linear feet, acceptably completed.

**E Payment**

*Add the following to standard spec 204.5:*

ITEM NUMBER	DESCRIPTION	UNIT
204.9090.S.002	Removing Drain Tile	LF

204-025 (20150630)

**40. Removing Abandoned Box Culvert, Item 204.9105.S.010.****A Description**

This special provision describes removing an abandoned box culvert in accordance to the pertinent provisions of standard spec 204 and as hereinafter provided. Based on 1958 as-built data the abandoned concrete box culvert is expected to be 6 feet x 12 feet x 29 feet (Height x Width x Length). The culvert may have been partially or fully backfilled. The box culvert is anticipated to be located approximately 6 feet below the existing roadway centerline grade.

**B (Vacant)****C Construction**

Excavate to the top of the abandoned box culvert. Remove the entire top slab of the box culvert and any other portion of the box culvert within 5 feet of the finished pavement grade. Contact the engineer for approval prior to backfilling the box culvert and the excavation.

1030-24-70, 1030-24-74, 1030-24-77, 1030-24-78,  
1033-02-77, 1033-02-78

Excavate existing unsuitable fill materials in the box culvert at the direction of the engineer. Backfill the excavation and all voids within the box culvert structure using granular backfill in layers up to 12 inches thick. Upon approval of the engineer, backfill voids which cannot be compacted with standard equipment with Backfill Slurry. Place the remaining backfill in accordance to the pertinent details in the plans.

#### **D Measurement**

The department will measure Removing Abandoned Box Culvert as a single lump sum unit, acceptably completed.

#### **E Payment**

*Add the following to standard spec 204.5:*

ITEM NUMBER	DESCRIPTION	UNIT
204.9105.S.010	Removing Abandoned Box Culvert	LS

The department will pay for excavation of unsuitable existing fill material within the box culvert under the item Excavation Common.

The department will pay for Backfill Slurry separately under the respective bid item.

### **41. QMP Subgrade.**

#### **A Description**

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

- East and West Frontage Road mainline
- 58<sup>th</sup> Road mainline
- Access Road "B" mainline

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

Chapter 8 of the department's construction and materials manual (CMM) provides additional detailed guidance for QMP work and describes sampling and testing procedures. The contractor may obtain the CMM from the department's web site at:

<http://wisconsindot.gov/Pages/doing-bus/eng-consultants/cnslt-rsrcs/rdwy/default.aspx>

#### **B Materials**

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

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

1030-24-70, 1030-24-74, 1030-24-77, 1030-24-78,  
1033-02-77, 1033-02-78

Do not change the quality control plan without the engineer's review. Update the plan with changes as they become effective. Provide a current copy of the plan to the engineer and post in the contractor's laboratory as changes are adopted. Ensure that the plan provides the following elements:

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

## **B.2 Personnel**

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

## **B.3 Laboratory**

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

Materials Laboratory  
3502 Kinsman Boulevard  
Madison, Wisconsin 53704-2583  
Telephone: 608-246-7938

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

## **B.4 Equipment**

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

Furnish nuclear gauges from the department's approved product list at <http://www.atwoodsystems.com/>.

Ensure that the gauge manufacturer or an approved calibration service calibrates the gauge within 12 months before using it on the project. Retain a copy of the calibration certificate with the gauge. Nuclear density gauge calibration verification is required daily when earthwork construction operations require testing under this special provision article. This calibration verification shall be performed using the departments "Validator" apparatus which is located at the Zoo Interchange Construction Field Office: 2424 S. 102nd St., West Allis, Wisconsin 53227. Establish a standard gauge reading for the "Validator" using the ten test average method. The source emitter depth for calibration verification, in the direct transmission mode, will be determined by the engineer. This procedure will establish the "Validator" apparatus, as the contractor's project reference site.

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

### **B.5 Soil Source Study**

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

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

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

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

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

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

## **B.6 Quality Control Documentation**

### **B.6.1 Control Charts**

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

- -Embankment portions of the project, except within 200 feet of bridge abutments.
- -Embankment within 200 feet of bridge abutments.
- -Subgrade cut portions of the project.
- -Embankment in pipe culvert, sewer and waterline trenches.
- -Structure and granular backfill placed at bridge abutments.

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

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

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

### **B.6.2 Records**

Document all observations, inspection records, and adjustments to fill placement procedures, soil changes, and test results daily. Note the results of the observations and inspection records as they occur in a permanent field record.

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

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

## **B.7 Contractor Testing**

### **B.7.1 General**

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

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

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

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

### **B.7.2 Field Density and Field Moisture**

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

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

### **B.7.3 One-Point Proctor**

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

### **B.7.4 Testing Frequency**

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

Perform the required tests at the following frequencies:

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

#### **B.7.4.2 Subgrade Embankment Within 200 Feet of Bridge Abutments**

Perform the required tests at the following frequencies:

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

#### **B.7.4.3 Subgrade Cut**

Perform the required tests at the following frequencies:

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



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

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

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

#### **B.7.4.5 Structure and Granular Backfill at Bridge Abutments**

Perform the required tests at the following minimum frequencies:

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

#### **B.7.5 Compaction Zones**

##### **B.7.5.1 Subgrade Embankment portions of the project, except within 200 Feet of bridge abutments**

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

##### **B.7.5.2 Subgrade Embankment Within 200 Feet of Bridge Abutments**

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

##### **B.7.5.3 Subgrade Cut**

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

##### **B.7.5.4 Subgrade Embankment in Culvert Pipe Trenches**

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

##### **B.7.5.5 Structure and Granular Backfill at Bridge Abutments**

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

## **B.7.6 Control Limits**

### **B.7.6.1 Field Density**

#### **B.7.6.1.1 General Conditions**

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

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

### **B.7.6.2 Field Moisture Content**

#### **B.7.6.2.1 General Conditions**

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

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

## **B.7.7 Corrective Action**

Notify the engineer if an individual field density test falls below the individual test control limit. The subgrade in this area is unacceptable. Perform corrective actions, acceptable to the engineer to improve the density of the subgrade material. After corrective action, perform a randomly located retest within the represented quantity to ensure that the material is acceptable.

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

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

## **B.8 Department Testing**

### **B.8.1 General**

The department will conduct verification testing to validate the quality of the product and independent assurance testing to evaluate the sampling and testing. The department will provide the contractor with a listing of names and telephone numbers of all verification and independent assurance personnel for the project.

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

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

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

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

The department will perform verification testing as follows:

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

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

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

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

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

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

1. Split sample testing.
2. Proficiency sample testing.
3. Witnessing sampling and testing.
4. Test equipment calibration checks.
5. Reviewing required worksheets and control charts.
6. Requesting that testing personnel perform additional sampling and testing.

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

If the department identifies a deficiency, and after further investigation confirms it, correct that deficiency. If the contractor does not correct or cooperate in resolving identified deficiencies, the engineer may suspend grading work until action is taken. Resolve disputes as specified in B.9.

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

The engineer and contractor should make every effort to avoid conflict. If a dispute between some aspect of the contractor's and the engineer's testing program does occur, seek a solution mutually agreeable to the project personnel. The department and contractor may review the data, examine data reduction and analysis methods, evaluate sampling and testing procedures, and perform additional testing. Use ASTM E 178 to evaluate potential statistically outlying data.

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

**B.10 Acceptance**

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

**C (Vacant)****D (Vacant)****E Payment**

Costs for all sampling, testing, and documentation required under this special provision are incidental to the work. If the contractor does not 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.  
sef-207-005 (20170310)

**42. Select Borrow.**

Conform to the requirements of standard spec 208 and as hereinafter provided.

**Material**

Furnish and use material that consists of granular material meeting the following requirements: granular backfill, Grade Number 2, according to standard spec 209.2.  
stp-208-005 (20031103)

**43. 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.

<b>Contract Quantity</b>	<b>Minimum Required Testing per source</b>
$\leq 6000$ tons	One stockpile test prior to placement, and two production or one loadout test. <sup>[1]</sup> <sup>[2]</sup>
$> 6000$ tons and $\leq 9000$ tons	One stockpile and Three placement tests <sup>[3]</sup> <sup>[4]</sup> <sup>[5]</sup>

<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:

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

<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://wisconsin.dot.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 (20161130)

## **44. QMP HMA Pavement Nuclear Density.**

### **A Description**

Replace standard spec 460.3.3.2 (1) and standard spec 460.3.3.2 (4) with the following:

- (1) This special provision describes density testing of in-place HMA pavement with the use of nuclear density gauges. Conform to standard spec 460 as modified in this special provision.
- (2) Provide and maintain a quality control program defined as all activities and documentation of the following:
  1. Selection of test sites.
  2. Testing.
  3. Necessary adjustments in the process.
  4. Process control inspection.
- (3) Chapter 8 of the department's construction and materials manual (CMM) provides additional detailed guidance for QMP work and describes required procedures. Obtain the CMM from the department's web site at:  
<http://roadwaystandards.dot.wi.gov/standards/cmm/index.htm>
- (4) The department's Materials Reporting System (MRS) software allows contractors to submit data to the department electronically, estimate pay adjustments, and print selected reports. Qualified personnel may obtain MRS software from the department's web site at:

<http://www.atwoodsystems.com/mrs>

### **B Materials**

#### **B.1 Personnel**

- (1) Perform HMA pavement density (QC, QV) testing using a HTCP certified nuclear technician I, or a nuclear assistant certified technician (ACT-NUC) working under a certified technician.
- (2) If an ACT is performing sampling or testing, 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.2 Testing**

- (1) Conform to ASTM D2950 and CMM 8.15 for density testing and gauge monitoring methods. Perform nuclear gauge measurements using gamma radiation in the backscatter position. Perform each test for 4 minutes of nuclear gauge count time.

## **B.3 Equipment**

### **B.3.1 General**

- (1) Furnish nuclear gauges from the department's approved product list at <http://www.dot.wisconsin.gov/business/engrserv/approvedprod.htm>.
- (2) Have the gauge calibrated by the manufacturer or an approved calibration service within 12 months of its use on the project. Retain a copy of the manufacturer's calibration certificate with the gauge.
- (3) Prior to each construction season, and following any calibration of the gauge, the contractor must perform calibration verification for each gauge using the reference blocks located in the department's central office materials laboratory. To obtain information or schedule a time to perform calibration verification, contact the department's Radiation Safety Officer at:  
Materials Management Section  
3502 Kinsman Blvd.  
Madison, Wisconsin 53704  
Telephone: (608) 243-5998

### **B.3.2 Comparison of Nuclear Gauges**

#### **B.3.2.1 Comparison of QC and QV Nuclear Gauges**

- (1) Select a representative section of the compacted pavement prior to or on the first day of paving for the comparison process. The section does not have to be the same mix design.
- (2) Compare the 2 or more gauges used for density measurement (QC, QV). The QC and QV gauge operators will perform the comparison on 5 test sites jointly located. Record each density measurement of each test site for the QC, QV and back up gauges.
- (3) Calculate the average of the difference in density of the 5 test sites between the QC and QV gauges. Locate an additional 5 test sites if the average difference exceeds 1.0 lb/ft<sup>3</sup>. Measure and record the density on the 5 additional test sites for each gauge.
- (4) Calculate the average of the difference in density of the 10 test sites between the QC and QV gauges. Replace one or both gauges if the average difference of the 10 tests exceeds 1.0 lb/ft<sup>3</sup> and repeat comparison process from B.3.2.1 (2).
- (5) Furnish one of the QC gauges passing the allowable comparison tolerances to perform density testing on the project.

#### **B.3.2.2 Comparison Monitoring**

- (1) After performing the gauge comparison specified in B.3.2.1, establish a project reference site approved by the department. Clearly mark a flat surface of concrete or asphalt or other material that will not be disturbed during the duration of the project. Perform comparison monitoring of the QC, QV, and all back-up gauges at the project reference site.

- (2) Conduct an initial 10 density tests with each gauge on the project reference site and calculate the average value for each gauge to establish the gauge's reference value. Use the gauge's reference value as a control to monitor the calibration of the gauge for the duration of the project.
- (3) Check each gauge on the project reference site a minimum of one test per day if paving on the project. Calculate the difference between the gauge's daily test result and its reference value. Investigate if a daily test result is not within 1.5 lb/ft<sup>3</sup> of its reference value. Conduct 5 additional tests at the reference site once the cause of deviation is corrected. Calculate and record the average of the 5 additional tests. Remove the gauge from the project if the 5-test average is not within 1.5 lb/ft<sup>3</sup> of its reference value established in B.3.2.2(2).
- (4) Maintain the reference site test data for each gauge at an agreed location.

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

### **B.4.1 Lot and Sublot Requirements**

#### **B.4.1.1 Mainline Traffic Lanes, Shoulders, and Appurtenances**

- (1) A lot consists of the tonnage placed each day for each layer and target density specified in standard spec 460.3.3.1. A lot may include partial sublots.
- (2) Divide the roadway into sublots. A sublot is 1500 lane feet for each layer and target density.
- (3) A sublot may include HMA placed on more than one day of paving. Test sublots at the pre-determined random locations regardless of when the HMA is placed. No additional testing is required for partial sublots at the beginning or end of a day's paving.
- (4) If a resulting partial quantity at the end of the project is less than 750 lane feet, include that partial quantity with the last full sublot of the lane. If a resulting partial quantity at the end of the project is 750 lane feet or more, create a separate sublot for that partial quantity.
- (5) Randomly select test locations for each sublot as specified in CMM 8.15 prior to paving and provide a copy to the engineer. Locate and mark QC density test sites when performing the tests. Perform density tests prior to opening the roadway to traffic.
- (6) Use Table 1 to determine the number of tests required at each station, depending on the width of the lane being tested. When more than one test is required at a station, offset the tests 10 feet longitudinally from one another to form a diagonal testing row across the lane.

<b>Lane Width</b>	<b>No. of Tests</b>	<b>Transverse Location</b>
5 ft or less	1	Random
Greater than 5 ft to 9 ft	2	Random within 2 equal widths
Greater than 9 ft	3	Random within 3 equal widths

**Table 1**



#### **B.4.1.2 Side Roads, Crossovers, Turn Lanes, Ramps, and Roundabouts**

- (1) A lot represents a combination of the total daily tonnage for each layer and target density.
- (2) Each side road, crossover, turn lane, ramp, and roundabout must contain at least one subplot for each layer.
- (3) If a side road, crossover, turn lane, or ramp is 1500 feet or longer, determine sublots and random test locations as specified in B.4.1.1.
- (4) If a side road, crossover, turn lane, or ramp is less than 1500 feet long, determine sublots using a maximum of 750 tons per subplot and perform the number of random tests as specified in Table 2.

<b>Side Roads, Turn Lanes, Crossovers, Ramps, Roundabouts: Sublot/Layer tonnage</b>	<b>Minimum Number of Tests Required</b>
25 to 100 tons	1
101 to 250 tons	3
251 to 500 tons	5
501 to 750 tons	7

**Table 2**

#### **B.4.2 Pavement Density Determination**

##### **B.4.2.1 Mainline Traffic Lanes and Appurtenances**

- (1) Calculate the average subplot densities using the individual test results in each subplot.
- (2) If all subplot averages are no more than one percent below the target density, calculate the daily lot density by averaging the results of each random QC test taken on that day's material.
- (3) If any subplot average is more than one percent below the target density, do not include the individual test results from that subplot when computing the lot average density and remove that subplot's tonnage from the daily quantity for incentive. The tonnage from any such subplot is subject to disincentive pay according to standard spec 460.5.2.2.

##### **B.4.2.2 Mainline Shoulders**

###### **B.4.2.2.1 Width Greater Than 5 Feet**

- (1) Determine the pavement density as specified in B.4.2.1.

###### **B.4.2.2.2 Width of 5 Feet or Less**

- (1) If all subplot test results are no more than 3.0 percent below the minimum target density, calculate the daily lot density by averaging all individual test results for the day.
- (2) If a subplot test result is more than 3.0 percent below the target density, the engineer may require the unacceptable material to be removed and replaced with acceptable material or allow the nonconforming material to remain in place with a 50 percent pay reduction. Determine the limits of the unacceptable material according to B.4.3.

#### **B.4.2.3 Side Roads, Crossovers, Turn Lanes, Ramps, and Roundabouts**

- (1) Determine the pavement density as specified in B.4.2.1.

#### **B.4.2.4 Documentation**

- (1) Document QC density test data as specified in CMM 8.15. Provide the engineer with the data for each lot within 24 hours of completing the QC testing for the lot.

#### **B.4.3 Corrective Action**

- (1) Notify the engineer immediately when an individual test is more than 3.0 percent below the specified minimum in standard spec 460.3.3.1. Investigate and determine the cause of the unacceptable test result.
- (2) The engineer may require unacceptable material specified in B.4.3(1) to be removed and replaced with acceptable material or allow the nonconforming material to remain in place with a 50 percent pay reduction. Determine limits of the unacceptable area by measuring density of the layer at 50-foot increments both ahead and behind the point of unacceptable density and at the same offset as the original test site. Continue testing at 50-foot increments until a point of acceptable density is found as specified in standard spec 460.5.2.2(1). Removal and replacement of material may be required if extended testing is in a previously accepted subplot. Testing in a previously accepted subplot will not be used to recalculate a new lot density.
- (3) Compute unacceptable pavement area using the product of the longitudinal limits of the unacceptable density and the full subplot width within the traffic lanes or shoulders.
- (4) Retesting and acceptance of replaced pavement will be according to standard spec 105.3.
- (5) Tests indicating density more than 3.0 percent below the specified minimum, and further tests taken to determine the limits of unacceptable area, are excluded from the computations of the subplot and lot densities.
- (6) If 2 consecutive subplot averages within the same paving pass and same target density are more than one percent below the specified target density, notify the engineer and take necessary corrective action. Document the locations of such sublots and the corrective action that was taken.

### **B.5 Department Testing**

#### **B.5.1 Verification Testing**

- (1) The department will have a HTCP certified technician, or ACT working under a certified technician, perform verification testing. The department will test randomly at locations independent of the contractor's QC work. The department will perform verification testing at a minimum frequency of 10 percent of the sublots and a minimum of one subplot per mix design. The sublots selected will be within the active work zone. The contractor will supply the necessary traffic control for the department's testing activities.

- (2) The QV tester will test each selected subplot using the same testing requirements and frequencies as the QC tester.
- (3) If the verification subplot average is not more than one percent below the specified minimum target density, use the QC tests for acceptance.
- (4) If the verification subplot average is more than one percent below the specified target density, compare the QC and QV subplot averages. If the QV subplot average is within 1.0 lb/ft<sup>3</sup> of the QC subplot average, use the QC tests for acceptance.
- (5) If the first QV/QC subplot average comparison shows a difference of more than 1.0 lb/ft<sup>3</sup> each tester will perform an additional set of tests within that subplot. Combine the additional tests with the original set of tests to compute a new subplot average for each tester. If the new QV and QC subplot averages compare to within 1.0 lb/ft<sup>3</sup>, use the original QC tests for acceptance.
- (6) If the QV and QC subplot averages differ by more than 1.0 lb/ft<sup>3</sup> after a second set of tests, resolve the difference with dispute resolution specified in B.6. The engineer will notify the contractor immediately when density deficiencies or testing precision exceeding the allowable differences are observed.

#### **B.5.2 Independent Assurance Testing**

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

#### **B.6 Dispute Resolution**

- (1) The testers may perform investigation in the work zone by analyzing the testing, calculation, and documentation procedures. The testers may perform gauge comparison according to B.3.2.1.
- (2) The testers may use comparison monitoring according to B.3.2.2 to determine if one of the gauges is out of tolerance. If a gauge is found to be out of tolerance with its reference value, remove the gauge from the project and use the other gauge's test results for acceptance.
- (3) If the testing discrepancy cannot be identified, the contractor may elect to accept the QV subplot density test results or retesting of the subplot in dispute within 48 hours of paving. Traffic control costs will be split between the department and the contractor.
- (4) If investigation finds that both gauges are in error, the contractor and engineer will reach a decision on resolution through mutual agreement.

## **B.7 Acceptance**

- (1) The department will not accept QMP HMA Pavement Nuclear Density if a non-compared gauge is used for contractor QC tests.

## **C (Vacant)**

## **D (Vacant)**

## **E Payment**

### **E.1 QMP Testing**

- (1) Costs for all sampling, testing, and documentation required under this special provision are incidental to the work. If the contractor fails to perform the work required under this special provision, the department may reduce the contractor's pay. The department will administer pay reduction under the Non-performance of QMP administrative item.

### **E.2 Disincentive for HMA Pavement Density**

- (1) The department will administer density disincentives according to standard spec 460.5.2.2.

### **E.3 Incentive for HMA Pavement Density**

- (1) The department will administer density incentives according to standard spec 460.5.2.3. stp-460-020 (20161130)

## **45. Cold Patch, Item 495.1000.S.**

### **A Description**

This special provision describes furnishing cold patch and filling potholes and other voids in existing pavement surfaces as the engineer directs.

### **B Materials**

Furnish a mixture of course aggregate, natural sand, and MC-250 bituminous material designed to have a workability range of 15-100° F without heating. Ensure that the mixture:

- Adheres to wet surfaces.
- Resists damage from water, salt, and deicing products.
- Requires no mixing or special handling before use.
- Supports traffic immediately after placement and compaction.

Conform to the following gradation:

SIEVE SIZE	PERCENT PASSING (by weight)
1/2-inch (12.5 mm)	100
3/8-inch (9.5 mm)	90 - 100
No. 4 (4.75 mm)	-90 max
No. 8 (2.38 mm)	20 - 65
No. 200 (0.074 mm)	2 - 10
Bitumen	4.8 - 5.4

The department will accept cold patch based primarily on the engineer's visual inspection. The department may also test for gradation.

### **C Construction**

Stockpile cold patch on site on a smooth, firm, well-drained area cleared of vegetation and foreign material. Cover the stockpile and ensure that it is easily accessible. Replenish the stockpile throughout the project duration, but limit the size at any given time to 10 tons on site unless the engineer approves otherwise. Dispose of unused material at project completion unless the engineer directs otherwise.

Place cold patch by hand. Remove ponded water and loose debris before placement. Compact flush with a tamper, roller, or vehicle tire after placement.

Refill patched areas as necessary to maintain a flush pavement surface until project completion.

### **D Measurement**

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

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
495.1000.S	Cold Patch	TON

Payment for Cold Patch is full compensation for providing and maintaining patches; for furnishing and replenishing stockpiled material on-site; and for disposing of excess material at project completion.

stp-495-010 (20160607)

## **46. Pipe Grates, Item 611.9800.S.**

### **A Description**

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

### **B Materials**

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

Furnish pipe grates galvanized according to ASTM A123.

Furnish angles and brackets galvanized according to ASTM A123.

Furnish required hardware galvanized according to ASTM A153.

1030-24-70, 1030-24-74, 1030-24-77, 1030-24-78,  
1033-02-77, 1033-02-78

### **C Construction**

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

### **D Measurement**

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

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
611.9800.S	Pipe Grates	EACH

Payment is full compensation for furnishing and installing all materials; and for drilling and connecting grates to pipes.  
stp-611-010 (20030820)

## **47. Salvaged Rail and Salvaged Guardrail End Treatments.**

Do not cut sections of guardrail. Give two days advance notice to Racine County before starting the guardrail and end treatments salvaging work to coordinate pickup arrangements. Racine County will pickup the salvaged guardrail and end treatments. Contact Mike Kirschling, Racine County Public Works, 14200 Washington Avenue, Sturtevant, WI, 53177, at (262) 886-8444, or Gail Lantz, WisDOT SE Region Maintenance, at (414) 750-0994.

## **48. Right-of-Way Fencing.**

Remove existing right-of-way woven wire fencing between the IH 94 mainline and frontage roads, as shown in the plans to allow for construction operations. Install new woven wire fence within 30 calendar days of the removal of the existing fence. If work operations do not allow the new woven wire fence to be installed within 30 days, install and maintain orange safety fence (4-ft height) until the new woven wire fence can be installed. A quantity of the Fence Safety item has been included in the contract for this purpose. Where buried facilities or subsurface conditions do not permit driving posts for the safety fence, support posts by other means that will provide stability comparable to driven posts.

At no time leave a site where the fencing is inadequate to protect the general public.

## **49. Fence Woven Wire 4-FT.**

### **A Description**

This special provision describes construction of woven wire fence that does not include barbed wire. Conform to standard spec 616 except as follows.

1030-24-70, 1030-24-74, 1030-24-77, 1030-24-78,  
1033-02-77, 1033-02-78

**B Materials**

*Delete standard spec 616.2.2.2.*

**C Construction**

*Replace standard spec 616.3.2.1 with the following:*

Erect woven wire fencing fabric on preservative treated wood posts. Place all end, corner, pull, and vertical angle posts at the locations staked or as the engineer directs.

*Replace standard spec 616.3.2.3 (1), (2) with the following:*

Attach the woven wire to the posts so that the bottom wire is approximately 2 inches, but at most 4 inches, above the ground at the posts, except on abrupt grade changes as the plans show.

Secure the woven wire to all end and corner posts by wrapping each line of wire around the post and tying the wire back on itself with at least 1 ½ twists tightly wrapped with tools designed for the purpose, and supplement with staples driven into the posts. Stretch the wire until no slack exists, longitudinal wires are tight, and approximately 50 percent of the factory fabricated fence crimp is removed. Apply tension with an engineer-approved stretcher designed to produce a uniform amount of tension in each wire.

**D (Vacant)****E (Vacant)**

sef-616-005 (20160606)

**50. Fence Safety, Item 616.0700.S.****A Description**

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

**B Materials**

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

Furnish fence fabric meeting the following requirements.

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

### **C Construction**

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

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

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

### **D Measurement**

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

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
616.0700.S	Fence Safety	LF

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

stp-616-030 (20160607)

## **51. Blue Specific Service Signs.**

*Add the following to standard spec 638.3.4:*

Do not remove or move blue specific service signs or their associated posts. Specific service signs are signs with logos that identify commercial entities providing gas, food, lodging, camping, or attractions. A separate contractor, Interstate Logos - Wisconsin, is responsible for these signs. Contact Interstate Logos - Wisconsin at (844) 496-9163 a minimum of 14 calendar days in advance to coordinate removing, moving, or re-installation of these signs.

The contractor is responsible for damage done to these signs due to contractor operations.

stp-638-010 (20150630)

## **52. Traffic Control.**

*Supplement standard spec 643.3.1 with the following:*

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

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



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

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

Do not permit construction or personnel equipment or vehicles to directly cross the live traffic lanes of the freeway. Yield to all through traffic at all locations. Equip all vehicles or equipment operating in the live traffic lanes with a hazard identification beam (flashing yellow signal light) that is visible from 360 degrees. Operate the flashing yellow beam only when merging or exiting live traffic lanes or when parked or operating on shoulders. Do not park personal vehicles within the access control limits of the freeway. Do not cross live freeway traffic lanes with equipment or vehicles

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

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

Do not use flag persons to direct, control, or stop freeway traffic. Obtain approval from the engineer to use a flag person to direct, control, or stop local street traffic. Adhere to the Manual of Uniform Traffic Control Devices chapter 6E standard requirements for flagger control.

*Replace standard spec 643.3.1(6) with the following:*

Provide 24-hour a day availability of equipment, forces and materials to promptly restore barricades, lights, or other traffic control devices that are damaged or disturbed.  
SER-643.1 (20170328)

## **53. Covering Signs.**

*Modify the standard specs as follows:*

*Replace standard spec 643.2.9.5 (2) with the following:*

Ensure that covers are flat black, blank and opaque.

*Supplement standard spec 643.3.8.2(1) with the following:*

Place rivets or screws at the corners of each sign cover. Space additional rivets or screws at least 12” apart to minimize damage to the sign.

*Supplement standard spec 643.3.8.2(3) with the following:*

If multiple messages on a single sign are required to be covered, minimize the number of holes created by covering the sign with a single rectangular shaped covering. Multiple coverings on a single sign is only permissible where necessary to avoid covering necessary content or as directed by the engineer. Submit sign covering plans to the engineer for single signs requiring multiple coverings 3 days before performing work. Obtain engineer approval before covering signs. Remove sign coverings before placing fixed messages signs unless directed by the engineer.

sef-643-005 (20170404)

## **54. Pavement Marking Outfall, Item 646.0805.S.**

### **A Description**

This special provision describes furnishing and installing Pavement Marking Outfall according to standard spec 646, as shown on the plans, and as hereinafter provided. Pavement Marking Outfall shall consist of furnishing and installing white non-reflectorized markings of the specified material.

### **B Materials**

Furnish paint that conforms to requirements of standard spec 646.2.2.

### **C Construction**

Apply the paint a minimum thickness of 15 mils and position it on the pavement centered on the centerline of the outfall.

### **D Measurement**

The department will measure Pavement Marking Outfall in place as units.

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
646.0805.S	Pavement Marking Outfall	EACH

Payment is full compensation for furnishing all materials; preparing the surface; and for applying and protecting the work.

stp-646-035 (20030820)

**55. Pavement Marking Grooved Wet Reflective Epoxy 4-Inch, Item 646.2304.S; 8-Inch, Item 646.2308.S.**

**A Description**

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

**B Materials**

Furnish a 20 mils application of an epoxy binder pavement marking, from the Wisconsin's Approved Products List, in a grooved slot. Provide a double drop system of 5.3 pounds per gallon of wet reflective elements from Wisconsin's Approved Products List and Utah Performance beads mixture at a drop rate of 12-22 pounds per gallon.

*Replace standard spec 646.2.3 (1) with the following:*

Furnish Utah Performance beads with the following gradation:

Utah Bead Gradation

US Mesh	Percent Passing (ASTM D1214)
18	65-80
20	
25	
30	30-50
40	
50	0-5

Beads **shall** achieve a minimum of 275 mcd (dry reading), initial for white and 180 mcd (dry reading) for yellow.

**C Construction**

**C.1 General**

For quality assurance, provide the engineer and the region's Marking Section evidence of manufacturer training in the proper placement and installation of the grooved wet reflective epoxy.

Plane the grooved lines according to details in the plan. Use grooving equipment with a free-floating, independent cutting or grinding head. Plane a minimum number of passes to create a smooth groove. Remove lane line and center line pavement markings during the grooving process.

**C.2 Groove Depth**

Cut the groove to a depth of 80 mils  $\pm 10$  mils from the pavement surface. The department may periodically check groove depths.

#### **C.4 Groove Width – Longitudinal Markings**

Cut the groove 1 inch wider than the width of the pavement marking.

#### **C.5 Groove Position**

Position the groove edge according to Standard Detail Drawing Pavement Marking (Mainline). If necessary, groove a minimum of 4 inches from both ends of the pavement marking segment. Achieve straight alignment with the grooving equipment.

#### **C.6 Groove Cleaning**

##### **C.6.1 Concrete**

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

If water is used in the grooving process, allow the groove to dry a minimum of 24 hours after groove cleaning, and prior to pavement marking application. The groove surface shall be clean and dry before applying the marking. Use a high-pressure air blower with at least 185 ft<sup>3</sup>/min air flow and 120 psi air pressure to clean the groove.

##### **C.6.2 Asphalt**

Groove pavement five or more days after paving.

If opening to traffic an asphalt lane that is not grooved, place temporary pavement marking. For asphalt lanes not open to traffic, temporary pavement marking is not required.

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

Use a high-pressure air blower with at least 185 ft<sup>3</sup>/min air flow and 90 psi air pressure to clean the groove.

#### **D Measurement**

The department will measure Pavement Marking Grooved Wet Reflective Epoxy (width) bid items by the linear foot of line, acceptably completed.

The department will measure Pavement Marking Grooved Contrast Wet Reflective Epoxy (width) bid items by the linear foot of line, 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
646.2304.S	Pavement Marking Grooved Wet Reflective Epoxy 4-Inch	LF
646.2308.S	Pavement Marking Grooved Wet Reflective Epoxy 8-Inch	LF

Payment is full compensation for cleaning and preparing the pavement surface; furnishing and installing the epoxy, 3M elements and beads; and for removing existing or temporary marking, if necessary.  
stp-646-024 (20161130)

**56. Locating No-Passing Zones, Item 648.0100.**

For this project, the spotting sight distance in areas with a 55 mph posted speed limit is 0.21 miles (1108 feet) miles.  
stp-648-005 (20060512)

**57. Fertilizer Type B Special, Item SPV.0030.001.**

**A Description**

This special provision describes furnishing and incorporating special fertilizing material in the soil on areas of proposed seeding as shown on the plans, according to standard spec 629, and as hereinafter provided.

**B Materials**

629.2.1.3 – Fertilizer Type B Special

(1) Special Fertilizer shall conform to the following requirements:

Nitrogen, not less than 24% with 6% being slow-release

Phosphoric Acid, not less than 15%

Potash, not less than 9%

(2) The total nitrogen, phosphoric acid, and potash shall equal at least 48 percent.

(3) The total nitrogen shall at least equal the sum of the phosphoric acid and soluble potash.

Six percent (6%) of the nitrogen shall be slow-release.

**C Construction**

629.3.1.3 – Fertilizer Type B Special

(1) Apply fertilizer containing at least 48 percent total nitrogen, phosphoric acid, and potash at 11 pounds per 1,000 SF (~500 pounds per acre), unless otherwise directed by the engineer. For special fertilizer that contains a different percentage of components, determine the new application rate by multiplying the specified rate by a dimensionless conversion factor determined as follows:

Conversion Factor = 50 / New Percentage of Components

**D Measurement**

(1) The department will measure the Fertilizer Type B Special bid item by the hundred pounds (CWT) acceptably completed, measured based on an application rate of 11 pounds per 1,000 square feet. The department will not measure fertilizer used for bid items under

standard spec 632. The measured quantity equals the number of hundred-weight (CWT) of material determined by multiplying the actual number of CWT of material incorporated by the ratio of the actual percentage of fertilizer components used to 48 percent for Fertilizer Type B Special.

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0030.001	Fertilizer Type B Special	CWT

Payment for Fertilizer Type B Special is full compensation for providing, hauling, placing and incorporating into the work.

### **58. Backfill Slurry, Item SPV.0035.005.**

#### **A Description**

This special provision describes furnishing and placing Backfill Slurry. Conform to standard spec 209 except as hereinafter modified.

#### **B Materials**

*Replace standard spec 209.2.2 with the following:*

- (1) Use aggregates that conform to the gradation conforming to standard spec 501.2.5.3 for fine aggregate and for Size No. 1 in standard spec 501.2.5.4 of the standard specs. Provide aggregates in the same proportion by weight as for Grade A concrete as in standard spec 501.3.2.2. Weigh aggregates at a batch plant suitable for batching concrete masonry. Mix and deliver to the project site using a truck mixer. Add enough water meeting the requirements of standard spec 501.2.4 to enable the mixture to flow readily.

#### **C Construction**

*Replace standard spec 209.3 with the following:*

Discharge from the truck in a manner to prevent segregation. Completely fill excavation in a single operation. Consolidation or compaction effort will not be required. Twelve hours shall elapse before paving over the backfill.

#### **D Measurement**

*Replace standard spec 209.4 with the following:*

The department will measure Backfill Slurry in volume by the cubic yard of material placed and accepted. Such volume shall be computed from actual measurements of the dimensions of the area to be backfilled. In irregular or inaccessible areas, the engineer may allow volume to be determined by other appropriate methods.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0035.005	Backfill Slurry	CY

Payment is full compensation conforming to standard spec 209.5(2) and 209.5(5).  
SER-209.1 (20161208)

**59. Salvaging Existing Access Gate, Item SPV.0060.006.****A Description**

This special provision describes salvaging an existing access gate and storing it as directed by the engineer.

**B Materials**

The existing access gate consists of a gate posts, gear winch with cable, gate arm, sign, and all associated hardware and bases.

**C Construction**

Carefully remove the existing access gate in such a manner as to minimize damage to reusable materials. Do not cut material that would be otherwise reusable. Salvage and store the ramp gate system at an engineer approved location on the project site. Contact Racine County Highway Superintendent Dennis Orlando at (262) 886-8440 to coordinate pick-up of the access gate, the gate will be picked up by Racine County. Restore the site and dispose of damaged and surplus materials.

**D Measurement**

The department will measure Salvaging Existing Access Gate by each unit, acceptably removed and stored according to the contract.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.006	Salvaging Existing Access Gate	EACH

Payment is full compensation for removing, and storing the access gate; and for restoring the site.

**60. Remove and Reset Mailbox, Item SPV.0060.011.****A Description**

This special provision describes removing, salvaging and replacing mail boxes and supports as hereinafter provided.

**B (Vacant)**

**C Construction**

Remove, handle, store, and reinstall existing mail boxes and supports in a manner that prevents damaging the mailbox or support. If the contractor damages the mailbox or support through its own operations, the contractor shall replace them at no expense to the department. Reinstall the mail boxes at the proper height and distance from the curb or edge of road as required by the United States Postal Service.

**D Measurement**

The department will measure Remove and Reset Mailbox as each individual remove and reset mailbox 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.0060.011	Remove and Reset Mailbox	EACH

Payment is full compensation for providing all materials; for furnishing all excavating, storing existing mailboxes, resetting, backfilling and disposing of surplus material; for cleaning out and restoring the work site.

**61. Field Facilities Office Space, Item SPV.0060.088.**

**A Description**

This special provision describes furnishing, equipping, and maintaining a field office as required in the contract at engineer-approved locations conforming to standard spec 642 and as hereinafter provided.

**B Materials**

Provide Field Facilities Office Space conforming to standard spec 642.2.1 except revise by deleting paragraphs (1), (7), and (9).

*Replace standard spec 642.2.1(4) with the following:*

Provide and maintain suitable interior sanitary facilities conforming to State and local health requirements, in clean and good working condition, and stock with sanitary supplies for the duration of the contract. Furnish office space in an existing office building or existing building converted to office space with a minimum of 1200 square feet. The facility shall have no fee parking with a minimum parking for 15 cars. The space shall include a meeting room with a minimum of 350 square feet. The exterior door(s) shall have locks in good working order and keys provided for all field staff. The office space shall be located within 2 miles of the construction project.



Equip the office as specified in standard spec 642.2.2.1 except delete paragraph (1) and (4) and add the following:

1. Five suitable office desks with drawers and locks.
2. Five ergonomically correct office chairs in working condition with at a minimum: 5-legged base with casters, seat adjustable from 15 to 22 inches from the floor with a seamless waterfall, rounded, front edge, and high backrest with no arms or adjustable arms.
3. Four 6-foot folding tables.
4. One 10-foot folding table.
5. Five 2-drawer file cabinets.
6. Three 4-shelf bookcases.
7. Twenty folding chairs.

Provide for the professional cleaning of the field office during regular business hours twice monthly. Provide clearly marked recycling and waste receptacles within the field office, and separate recycling and waste dumpsters near the field office. Cover outdoor containers to keep out rain, snow, and wind-driven debris. Provide regularly scheduled recycling and waste pick-up.

### **C Construction**

Conform to standard spec 642.3 except delete paragraph (2).

### **D Measurement**

The department will measure the Field Facilities Office Space as each office, 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.0060.088	Field Facilities Office Space	EACH

Payment is full compensation for providing, equipping, securing, and maintaining the facility; for parking, for telecommunications equipment, installation, and service fees; and for providing bottled water, utilities, fuel, ventilation, and toilet facilities as required, either independently or jointly with the field laboratory, for the time specified in standard spec 642.3.

The department will pay for the cost of telecommunications usage fees incurred by department staff.

SER-642.2 (20160808)

**62. Traffic Flashing Beacon System, Solar, Eastbound 58th Road at West Frontage Road, Item SPV.0060.089; Traffic Flashing Beacon System, Solar, Westbound 58th Road at West Frontage Road, Item SPV.0060.090.**

**A Description**

This special provision describes the furnishing and installing of a Traffic Flashing Beacon System, Solar.

**B Materials**

Use model 373-01299 (SKU 2180-BBSRB) (TAPCO), or Carmanah's R247 (Decker Supply) or approved equal solar powered beacon. Ensure that materials are compatible with supplied equipment.

Furnish the following components of the system and are incidental to this pay item:

- Solar Powered 24 hour flashing beacon system.
- Glare back plate around beacon.
- Powered single red beacon includes cabinet with flasher control, back panel and associated wiring solar panel with mounting rack and batteries.
- Pedestal base shall be aluminum breakaway pedestals per standard spec 657.2.2.5.
- Traffic Signal Standards Aluminum, type I pole (13').
- Concrete Base (Type 2).
- 1 sec 12 Red Vertical No Lens poly cut vsr SA101 1C12YBB or approved equal.
- BRKT Poly Red 2 FR1JPYW1 or approved equal.
- Visor above beacons.

Provide all other needed materials in conformance with standard spec 651.2, 652.2, 653.2, 654.2, 655.2, 657.2.2, and 658.2.

Pedestal Base: Shall meet the requirements as set forth in standard spec 657.2.5. Shall be cast aluminum pedestal mounted on a concrete base footing attached by four internal anchor bolts imbedded in the base. Pedestals per SDD 9E 7-5.

Concrete Base: Shall meet the requirements as set forth in standard spec 654.2.1, as applicable.

Concrete base shall be a Type 2 base and is incidental to the assembly. Concrete base per SDD 9C 2-7.

Anchor Bolts: The anchor bolts shall be galvanized steel 1" x 42". Set of 4 includes lock washer and nut.

**C Construction**

Perform work according to standard spec 651.3, 652.3, 653.3, 654.3, 655.3, 657.3, and 658.3.

A Type I pole and Type 2 concrete base shall be furnished and installed by the contractor as part of this item for the flasher. The battery autonomy is 12 days.

The contractor is responsible to contact Diggers Hotline prior to installation and to request a signal inspection of the completed signal installation to the engineer at least five working days prior to the time of the requested inspection. The department's Region Electrical personnel and Traffic Operations signing unit will perform the inspection. The system shall have a minimum of a one year warranty, full parts and labor.

Coordinate installation with the signing contractor of the stop sign as shown on the signing plans

Cabinet shall be mounted behind the sign to meet breakaway standards and not below the sign.

#### **D Measurement**

The department will measure Traffic Flashing Beacon System, Solar, (location) as each individual unit of work, in place and accepted.

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.089	Traffic Flashing Beacon System, Solar, Eastbound 58 <sup>th</sup> Road at West Frontage Road	EACH
SPV.0060.090	Traffic Flashing Beacon System, Solar, Westbound 58 <sup>th</sup> Road at West Frontage Road	EACH

Payment is full compensation for furnishing and installing the Solar Beacon; for furnishing and installing all other items necessary (such as, wire nuts, splice kits and/or connectors, tape, insulating varnish, ground lug fasteners, etc.) to make the proposed system complete and for clean-up and waste disposal.

### **63. Section Corner Monuments, Item SPV.0060.091.**

#### **A Description**

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

#### **B Materials**

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

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

### **C Construction**

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

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

### **Contact Information:**

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

### **D Measurement**

The department will measure Section Corner Monuments Special by each individual unit, acceptably completed.

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.091	Section Corner Monuments	EACH

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

SER-621.1 (20160808)

- 64. Pavement Cleanup Project 1030-24-77, Item SPV.0075.025; Pavement Cleanup Project 1030-24-78, Item SPV.0075.027; Pavement Cleanup Project 1030-24-70, Item SPV.0075.029; Pavement Cleanup Project 1030-24-74, Item SPV.0075.031; Pavement Cleanup Project 1033-02-77, Item SPV.0075.033; Pavement Cleanup Project 1033-02-78, Item SPV.0075.035.**

**A Description**

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

**B Materials**

**B.1 Pavement Cleanup**

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

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

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

**C Construction**

**C.1 Surveillance**

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

**C.2 Pavement Cleanup**

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

- STH 11
- East and West Frontage Roads
- And all other roadways approved by the department

In addition to routine sweeping, conduct sweepings as the engineer directs or approves, to eliminate dust problems that might arise during off-work hours or emergencies. Provide the engineer with a contact person available at all times to respond to requests for emergency

sweeping. Coordinate with engineer to determine deadlines for responding to emergency sweeping requests and cleaning up spillage and material tracked to/from the project.

Skid steers with mechanical power brooms may only be used on sidewalks and driveways whose pavements will not support the weight of a street sweeper, unless otherwise approved by the engineer. Do not dry sweep. Ensure all broomed equipment used for sweeping has a functioning water bar.

#### **D Measurement**

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

Tickets shall include:

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

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

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0075.025	Pavement Cleanup Project 1030-24-77	HR
SPV.0075.027	Pavement Cleanup Project 1030-24-78	HR
SPV.0075.029	Pavement Cleanup Project 1030-24-70	HR
SPV.0075.031	Pavement Cleanup Project 1030-24-74	HR
SPV.0075.033	Pavement Cleanup Project 1033-02-77	HR
SPV.0075.035	Pavement Cleanup Project 1033-02-78	HR

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

sef-104-006 (20170323)

### **65. Seeding Mixture No. 30 Special, Item SPV.0085.002.**

#### **A Description**

This special provision describes furnishing and sowing special seed material on areas as shown on the plans, according to standard spec 630, and as hereinafter provided.

#### **B Materials**

Table 630-1 Highway Seed Mixtures

1030-24-70, 1030-24-74, 1030-24-77, 1030-24-78,  
1033-02-77, 1033-02-78

*Add Seeding Mixture No. 30 Special species and proportions, in percent, as follows:*

*Perennial Ryegrass (10%)*

*Hard Fescue (15%)*

*Red Fescue (25%)*

*Salt Grass (20%)*

*Tall Fescue (30%)*

NOTE: No change to minimum purity and germination percentages in the table.

### **C Construction**

630.3.3.5 Seeding Rates

630.3.3.5.1 Right of Way

(1) Use the following sowing rate for seeds in pounds per 1,000 square feet:

- Seeding Mixture No. 30 Special at 4.6 pounds (~200 pounds per acre)

### **D Measurement**

The department will measure Seeding Mixture No. 30 special by the pound, 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.0085.002	Seeding Mixture No. 30 Special	LB

Payment is full compensation conforming to standard spec 630.5.

## **66. Culvert Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV 53x83-Inch, Item SPV.0090.006; Culvert Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV 43x68-Inch, Item SPV.0090.068.**

### **A Description**

Excavate required trenches, furnish and lay reinforced concrete horizontal elliptical pipe class HE-IV, then backfill trenches and restore the work site according to standard spec 523, as shown on the plans, and as hereinafter provided.

### **B Materials**

Use concrete culvert materials according to standard spec 523.2.2.

### **C Construction**

Construct concrete culvert materials according to standard spec 523.3.

### **D Measurement**

The department will measure Culvert Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV (Size) by the linear foot, acceptably completed, according to standard spec 523.4.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.006	Culvert Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV 53x83-Inch	LF
SPV.0090.068	Culvert Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV 43x68-Inch	LF

Payment is full compensation according to standard spec 523.5.

**67. Heavy Duty Silt Fence, Item SPV.0090.084.****A Description**

This special provision describes the delivery, installation, maintenance, and removal of Heavy Duty Silt Fence. Install fence as directed by the engineer. Do not remove fence until directed by the engineer.

**B Materials**

Provide Heavy Duty Silt Fence consisting of a composite of woven wire fence fabric, posts, geotextile, fasteners, and to be assembled by the contractor. Woven wire fence fabric shall be a standard field fence type a minimum of 4 feet high, a maximum mesh spacing of 6-inches and minimum 14-<sup>1</sup>/<sub>2</sub> gauge wire.

Provide “studded tee” or “U” type metal posts with a minimum length of 7 feet –6 inches and a minimum weight of 1.3 lb/ft.

Provide geotextile fabric meeting the following requirements:

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



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

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

#### **C Construction**

Install the Heavy Duty Silt Fence as directed by the engineer and shown on the attached detail drawing. Space ties and anchors to adequately support system. Include or add acceptable guy lines, where required, for additional support.

Maintenance work, when required, will be specified on erosion control orders. Maintenance includes replacement of failed 12GA wire ties; re-anchoring of metal posts (standing lying sections back-up); entrenchment of the bottom fabric; and guy line repairs, if required. Geotextile fabric and woven wire fence fabric replacement not required for maintenance.

#### **D Measurement**

The department will measure Heavy Duty Silt Fence by the linear foot, acceptably completed. The department will measure along the base of the fence, center-to-center of end post, for each section of fence.

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.084	Heavy Duty Silt Fence	LF

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

### **68. Temporary Ditch Check Rock Bags Single Layer, Item SPV.0090.085; Temporary Ditch Check Rock Bags Double Layer, Item SPV.0090.086.**

#### **A Description**

This special provision describes construction of temporary ditch checks using rock bags.

#### **B Materials**

Furnish rock bags conforming to the appropriate requirements of standard spec 628.

#### **C Construction**

Provide suitable rock bags to complete installations at locations the plans show or as the engineer directs.

Install the ditch checks as directed by the engineer and per plan detail. Place temporary ditch checks across ditches within a timeframe acceptable to the engineer after shaping the ditches or slopes and before starting any construction operation that may cause sedimentation or siltation at the site of the proposed ditch checks.

Inspect all ditch checks within a timeframe acceptable to the engineer after each rainfall and at least daily during prolonged rainfall. Within a timeframe acceptable to the engineer correct any deficiencies. In addition, make a daily review of the ditch checks in areas where construction activity has changed the earth contour and drainage runoff to ensure that the ditch checks are functioning properly. Where deficiencies exist, obtain engineer approval or direction to move or adjust existing rock bags or install additional rock bags. Replace any rock bags that have been damaged.

Remove sediment deposits when the deposits reach approximately one-half of the height of the rock bag(s) in the ditch flow line, or as directed by the engineer. Dispose of accumulated sediment and restore the site. The contractor may spread accumulated sediment to form a surface suitable for seeding. Remove and dispose of the ditch checks when they are no longer needed to control erosion. The engineer will determine when the criteria are met. Reshape the ditch, fill sumps and trenches, and restore the affected area to match the adjacent vegetation.

#### **D Measurement**

The department will measure Temporary Ditch Check, Rock Bags, Single Layer and Temporary Ditch Check, Rock Bags, Double Layer by the linear foot, acceptably completed. Measurement will be the length of the ditch check across the ditch.

Individual rock bags will not be measured.

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.085	Temporary Ditch Check Rock Bags Single Layer	LF
SPV.0090.086	Temporary Ditch Check Rock Bags Double Layer	LF

Payment is full compensation for providing, storing and protecting ditch check materials on the project, for installing and removing ditch checks at project completion or as the engineer directs; for inspecting and maintaining ditch checks as specified; for repairing and restoring damaged areas; and for removing and disposing of all surplus and waste material.

Move or adjust existing rock bags or install additional rock bags at no additional cost to the department.

sef-628-015 (20170406)

**69. Survey Project 1030-24-77, Item SPV.0105.024; Survey Project 1030-24-78, Item SPV.0105.026; Survey Project 1030-24-70, Item SPV.0105.028; Survey Project 1030-24-74, Item SPV.0105.030; Survey Project 1033-02-77, Item SPV.0105.032; Survey Project 1033-02-78, Item SPV.0105.034.**

**A Description**

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

*Replace standard spec 105.6.1(2) with the following:*

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

*Replace standard spec 650.1 with the following:*

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

- storm sewer
- subgrade
- base
- curb
- gutter
- curb and gutter
- pipe culverts
- drainage structures
- structure layout
- bridges
- all retaining wall layout
- pavement
- pavement markings (temporary and permanent)
- barriers (temporary and permanent)
- overhead signs
- freeway and local street lighting
- electrical installations
- supplemental control
- slope stakes
- ponds
- traffic signals
- ITS

- FTMS
- utilities
- conduit
- installation of community sensitive design elements
- traffic control items
- fencing

## **B (Vacant)**

## **C Construction**

*Supplement standard spec 650.3.1 (5) with the following:*

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

1. Structure layout horizontal or vertical locations.
2. Concrete pavement vertical locations.
3. Curb, gutter, and curb and gutter vertical locations.
4. Concrete barrier vertical locations.
5. Storm Sewer layout horizontal or vertical locations, including structure centers, offsets, access openings, rim and invert elevations.

*Replace standard spec 650.3.1 (6) with the following:*

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

- Raw data files
- Digital stakeout reports
- Control check reports
- Supplemental control files (along with method used to establish coordinates and elevation)
- Calibration report

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

*Replace standard spec 650.3.3.1 with the following:*

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

*Replace standard spec 650.3.3.3.4.1 with the following:*

The department will provide the contractor staking packet as described in the Construction and Materials Manual (CMM) 7.10. At any time after the contract is awarded, the available

survey and design information may be requested. The department will provide that information within 5 business days of receiving the contractor's request. The department incurs no additional liability beyond that specified in standard spec 105.6 or standard spec 650 by having provided this additional information.

*Supplement standard spec 650.3.3.3.6.2 with the following:*

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

**Additional requirements - projects 1030-24-70/74/77/78, 1033-02-77/78:**

Additional work shall consist of obtaining pipe invert stations, offsets, and elevations at the locations of Sealing Pipes and manhole connections to existing draitile, and reporting them to Frank Pritzlaff, WisDOT Project Manager, at [frank.pritzlaff@dot.wi.gov](mailto:frank.pritzlaff@dot.wi.gov), for use on subsequent IH 94 Mainline projects.

**D Measurement**

*Replace standard spec 650.4 with the following:*

The department will measure the Survey Project (ID) as a single lump sum unit of work for each project, acceptably completed.

**E Payment**

*Replace standard spec 650.5 with the following:*

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.024	Survey Project 1030-24-77	LS
SPV.0105.026	Survey Project 1030-24-78	LS
SPV.0105.028	Survey Project 1030-24-70	LS
SPV.0105.030	Survey Project 1030-24-74	LS
SPV.0105.032	Survey Project 1033-02-77	LS
SPV.0105.034	Survey Project 1033-02-78	LS

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

sef-650-005 (20170310)

**70. Grade, Shape, and Finish Ditch Project 1030-24-74 Railroad Ditching, Item SPV.0105.098.**

1030-24-70, 1030-24-74, 1030-24-77, 1030-24-78,  
1033-02-77, 1033-02-78

**A Description**

This special provision describes excavating, grading, shaping, compacting, and finishing as necessary to construct the ditch as shown on the plans and according to the pertinent requirements of the standard specifications and as hereinafter provided.

**B (Vacant)****C Construction**

Dispose of all surplus and unsuitable material according to standard spec 205.3.12.

**D Measurement**

The department will measure Grade, Shape and Finish Ditch Project 1030-24-74 Railroad Ditching as a single complete unit of work.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.098	Grade, Shape, and Finish Ditch Project 1030-24-74 Railroad Ditching	LS

Payment is full compensation for furnishing all excavating, grading, shaping, and compacting; and for providing and placing topsoil, fertilizer, and seed.

The erosion control items will be measured and paid for under the pertinent items provided in the contract.

**71. Grade, Shape, and Finish Ditch Project 1033-02-77 CTH K to CTH G East Frontage Road, Item SPV.0105.099.**

**A Description**

This special provision describes excavating, grading, shaping, compacting, and finishing as necessary to construct the ditch on the CTH K to CTH G East Frontage Road as shown on the plans and according to the pertinent requirements of the standard specifications and as hereinafter provided.

**B (Vacant)****C Construction**

Dispose of all surplus and unsuitable material according to standard spec 205.3.12.

**D Measurement**

The department will measure Grade, Shape and Finish Ditch Project 1033-02-77 CTH K to CTH G East Frontage Road as a single complete unit of work.

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.099	Grade, Shape, and Finish Ditch Project 1033-02-77 CTH K to CTH G East Frontage Road	LS

Payment is full compensation for furnishing all excavating, grading, shaping, and compacting; salvaging and placing topsoil, providing fertilizer.

The erosion control items will be measured and paid for under the pertinent items provided in the contract.

## **72. Remove Traffic Signals IH 94 West Frontage Road, Item SPV.0105.309.**

### **A Description**

This special provision describes removing existing traffic signals at the intersection of IH 94 West Frontage Road, according to the pertinent provisions of standard spec 204 and as hereinafter provided. Specific removal items are noted in the plans.

### **B (Vacant)**

### **C Construction**

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

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

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

Remove all standards and poles per plan from their concrete footings and disassemble out of traffic. Remove the transformer bases from each pole. Remove the signal heads, mast arms, luminaires, wiring/cabling, and traffic signal mounting devices from each signal standard, arm or pole. Ensure that all access hand hole doors and all associated hardware remain intact. Dispose of the underground signal cable, internal wires and street lighting cable off the state right of way. Stockpile reusable material in engineer-approved locations on the project for pickup by the Department. Contact the department's Electrical Field Unit at (414) 266-1170 at least five working days prior to make arrangements for pickup.

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

#### **D Measurement**

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

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.309	Remove Traffic Signals, IH 94 & West Frontage Road	LS

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

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### **73. Select Subbase, Item SPV.0195.006.**

#### **A Description**

This special provision describes constructing a dense graded base according to standard spec 305 and standard spec 107.14 and as modified in this special provision.

#### **B Materials**

*Replace standard spec 305.2.2.1 with the following:*

Except for reclaimed asphaltic pavement, use 1¼ inch base aggregate that conforms to the following gradation requirements:

	<u>Percent Passing</u> <u>By Weight</u>
1 1/4 inch	95 - 100
1 inch	---
3/4 inch	70 - 90
3/8 inch	45 - 75
No. 4	30 - 60
No. 10	20 - 40
No. 40	7 - 25
No. 200	2 - 12 <sup>[1]</sup> / <sub>[2]</sub>

<sup>[1]</sup> Limited to a maximum of 8.0 percent for base placed between old and new pavement.

<sup>[2]</sup> 3.0-10.0 percent passing when base is ≥ 50% crushed gravel.



**C (Vacant)**

**D (Vacant)**

**E Payment**

*Replace standard spec 305.5 with the following.*

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0195.006	Select Subbase	TON

Payment is full compensation for preparing the foundation; and for stockpiling, placing, shaping, compacting, and maintaining the base.

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ASP-5 will be applied to this item. The Fuel Usage Factor for this item is 0.14.

**74. Manholes 4-FT Diameter Special, Item SPV.0200.002.**

**A Description**

This special provision describes providing manholes for use with existing pipe underdrain conforming to the appropriate provisions of standard spec 611, the plan details and as provided in this special provision.

**B (Vacant)**

**C (Vacant)**

**D Measurement**

The department will measure Manholes 4-FT Diameter Special by the vertical foot of manhole acceptably completed, to the nearest 0.1 foot as defined by the "Depth as Shown on Plans" dimension per standard detail drawing. The "Depth as Shown on Plans" will be measured by the engineer in the field upon locating the existing drain tile.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0200.002	Manholes 4-FT Diameter Special	VF

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

sef-999-015 (20170406)

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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   3   (*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-business/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 PROVISIONS 5****Fuel Cost Adjustment****A Description**

Fuel Cost Adjustments will be applied to partial and final payments for work items categorized in Section B as a payment to the contractor or a credit to the department. ASP-5 shall not apply to any force account work.

**B Categories of Work Items**

The following items and Fuel Usage Factors shall be used to determine Fuel Cost Adjustments:

(1) Earthwork.		Unit	Gal. Fuel Per Unit
205.0100	Excavation Common	CY	0.23
205.0200	Excavation Rock	CY	0.39
205.0400	Excavation Marsh	CY	0.29
208.0100	Borrow	CY	0.23
208.1100	Select Borrow	CY	0.23
209.1100	Backfill Granular Grade 1	CY	0.23
209.1500	Backfill Granular Grade 1	Ton	0.115
209.2100	Backfill Granular Grade 2	CY	0.23
209.2500	Backfill Granular Grade 2	Ton	0.115
350.0102	Subbase	CY	0.28
350.0104	Subbase	Ton	0.14
350.0115	Subbase 6-Inch	SY	0.05
350.0120	Subbase 7-Inch	SY	0.05
350.0125	Subbase 8-Inch	SY	0.06
350.0130	Subbase 9-Inch	SY	0.07
350.0135	Subbase 10-Inch	SY	0.08
350.0140	Subbase 11-Inch	SY	0.09
350.0145	Subbase 12-Inch	SY	0.09

### **C Fuel Index**

A Current Fuel Index (CFI) in dollars per gallon will be established by the Department of Transportation for each month. The CFI will be the price of No. 2 fuel oil, as reported in U.S. Oil Week, using the first issue dated that month. The CFI will be the average of prices quoted for Green Bay, Madison, Milwaukee and Minneapolis.

The base Fuel Index (BFI) for this contract is \$1.50 per gallon.

### **D Computing the Fuel Cost Adjustment**

The engineer will compute the ratio CFI/BFI each month. If the ratio falls between 0.85 and 1.15, inclusive, no fuel adjustment will be made for that month. If the ratio is less than 0.85 a credit to the department will be computed. If the ratio is greater than 1.15 additional payment to the contractor will be computed. Credit or additional payment will be computed as follows:

- (1) The engineer will estimate the quantity of work done in that month under each of the contract items categorized in Section B.
- (2) The engineer will compute the gallons of fuel used in that month for each of the contract items categorized in Section B by applying the unit fuel usage factors shown in Section B.
- (3) The engineer will summarize the total gallons (Q) of fuel used in that month for the items categorized in Section B.
- (4) The engineer will determine the Fuel Cost Adjustment credit or payment from the following formula:

$$FA = \left( \frac{CFI}{BFI} - 1 \right) \times Q \times BFI$$

(plus is payment to contractor; minus is credit to the department)

Where	FA	=	Fuel Cost Adjustment (plus or minus)
	CFI	=	Current Fuel Index
	BFI	=	Base Fuel Index
	Q	=	Monthly total gallons of fuel

### **E Payment**

A Fuel Cost Adjustment credit to the department will be deducted as a dollar amount each month from any sums due to the contractor. A Fuel Cost Adjustment payment to the contractor will be made as a dollar amount each month.

Upon completion of the work under the contract, any difference between the estimated quantities and the final quantities will be determined. An average CFI, calculated by averaging the CFI for all months that fuel cost adjustment was applied, will be applied to the quantity differences. The average CFI shall be applied in accordance with the procedure set forth in Section D.

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

*Make the following revisions to the standard specifications:*

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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, CROSSOVERS, TURN LANES, & RAMPS	LOWER	93.0 <sup>[3]</sup>	93.0 <sup>[4]</sup>	—
	UPPER	93.0	93.0	—
SHOULDERS & APPURTENANCES	LOWER	91.0	91.0	—
	UPPER	92.0	92.0	—

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

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

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

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

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

**460.5.2.1 General**

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

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

**460.5.2.3 Incentive for HMA Pavement Density**

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

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

**INCENTIVE PAY ADJUSTMENT FOR HMA PAVEMENT DENSITY<sup>[1]</sup>**

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

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

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



**501.2.6 Fly Ash**

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

**501.2.6.1 General**

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

**501.2.6.2 Class C Ash**

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

**501.2.6.3 Class F Ash**

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

**502.3.7.8 Floors**

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

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

**503.3.2.1.1 Tolerances**

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

**PRESTRESSED CONCRETE I-TYPE GIRDERS**

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

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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.

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**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.

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**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.
- 

**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
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BRWI0004-002 06/01/2016		

KENOSHA, RACINE, AND WALWORTH COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 36.59	21.49
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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
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BRWI0007-002 06/01/2016		

GREEN, LAFAYETTE, AND ROCK COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 33.53	20.95
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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
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BRWI0019-002 06/01/2016		

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

	Rates	Fringes
BRICKLAYER.....	\$ 31.98	20.81
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BRWI0034-002 06/01/2015		

COLUMBIA AND SAUK COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 32.86	17.22
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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
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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
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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
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CARP0361-004 05/01/2016		

BAYFIELD (West of Hwy 63) AND DOUGLAS COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 34.57	18.16
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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
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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
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* ELEC0014-007 06/05/2017		

REMAINING COUNTIES

Rates	Fringes
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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

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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

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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

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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

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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
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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

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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

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 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
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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
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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
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* 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
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WELL DRILLER.....\$ 16.52		3.70
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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.

=====

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.



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Federal ID(s): WISC 2017607, WISC 2017608, WISC 2017609, WISC 2017610, WISC 2017611, WISC 2017612

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	108.4400 CPM Progress Schedule	1.000 EACH	_____.	_____.
0004	201.0105 Clearing	80.000 STA	_____.	_____.
0006	201.0120 Clearing	346.000 ID	_____.	_____.
0008	201.0205 Grubbing	80.000 STA	_____.	_____.
0010	201.0220 Grubbing	346.000 ID	_____.	_____.
0012	203.0100 Removing Small Pipe Culverts	102.000 EACH	_____.	_____.
0014	203.0200 Removing Old Structure (station) 014. 5793+37 LT & RT	LS	LUMP SUM	_____.
0016	203.0200 Removing Old Structure (station) 015. 5801+00 RT	LS	LUMP SUM	_____.
0018	203.0200 Removing Old Structure (station) 016. 5823+20 LT & RT	LS	LUMP SUM	_____.
0020	203.0200 Removing Old Structure (station) 017. 7767+10 LT & RT	LS	LUMP SUM	_____.
0022	203.0200 Removing Old Structure (station) 018. 7777+70 LT & RT	LS	LUMP SUM	_____.
0024	203.0200 Removing Old Structure (station) 019. 5782+18 LT	LS	LUMP SUM	_____.
0026	204.0100 Removing Pavement **P**	16,831.000 SY	_____.	_____.
0028	204.0150 Removing Curb & Gutter **P**	1,700.000 LF	_____.	_____.





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Federal ID(s): WISC 2017607, WISC 2017608, WISC 2017609, WISC 2017610, WISC 2017611, WISC 2017612

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0030	204.0165 Removing Guardrail	362.000 LF	_____.	_____.
0032	204.0170 Removing Fence **P**	22,360.000 LF	_____.	_____.
0034	204.0180 Removing Delineators and Markers	23.000 EACH	_____.	_____.
0036	204.0185 Removing Masonry	1.000 CY	_____.	_____.
0038	204.0195 Removing Concrete Bases	1.000 EACH	_____.	_____.
0040	204.0210 Removing Manholes	2.000 EACH	_____.	_____.
0042	204.0220 Removing Inlets	23.000 EACH	_____.	_____.
0044	204.0245 Removing Storm Sewer (size) 002. 6-Inch	75.000 LF	_____.	_____.
0046	204.0245 Removing Storm Sewer (size) 004. 12-Inch	219.000 LF	_____.	_____.
0048	204.0245 Removing Storm Sewer (size) 006. 15-inch	22.000 LF	_____.	_____.
0050	204.0245 Removing Storm Sewer (size) 006. 15-Inch	47.000 LF	_____.	_____.
0052	204.0245 Removing Storm Sewer (size) 008. 18-Inch	575.000 LF	_____.	_____.
0054	204.0245 Removing Storm Sewer (size) 010. 24-Inch	65.000 LF	_____.	_____.
0056	204.0245 Removing Storm Sewer (size) 012. 30-inch	172.000 LF	_____.	_____.



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Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0058	204.0245 Removing Storm Sewer (size) 012. 30-Inch	80.000 LF	_____.	_____.
0060	204.0270 Abandoning Culvert Pipes	2.000 EACH	_____.	_____.
0062	204.0280 Sealing Pipes	23.000 EACH	_____.	_____.
0064	204.9060.S Removing (item description) 001. Gate	3.000 EACH	_____.	_____.
0066	204.9060.S Removing (item description) 006. Permanent Barricades Type III	12.000 EACH	_____.	_____.
0068	204.9090.S Removing (item description) 002. Drain tile	2,727.000 LF	_____.	_____.
0070	204.9105.S Removing (item description) 010. Abandoned Box Culvert	LS	LUMP SUM	_____.
0072	205.0100 Excavation Common	258,087.000 CY	_____.	_____.
0074	208.1100 Select Borrow	74,936.000 CY	_____.	_____.
0076	209.2100 Backfill Granular Grade 2	1,827.000 CY	_____.	_____.
0078	211.0500 Prepare Foundation for Base Aggregate	32.000 STA	_____.	_____.
0080	213.0100 Finishing Roadway (project) 024. 1030-24-77	1.000 EACH	_____.	_____.
0082	213.0100 Finishing Roadway (project) 026. 1030-24-78	1.000 EACH	_____.	_____.
0084	213.0100 Finishing Roadway (project) 028. 1030-24-70	1.000 EACH	_____.	_____.



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SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0086	213.0100 Finishing Roadway (project) 030. 1030-24-74	1.000 EACH	_____.	_____.
0088	213.0100 Finishing Roadway (project) 032. 1033-02-77	1.000 EACH	_____.	_____.
0090	213.0100 Finishing Roadway (project) 034. 1033-02-78	1.000 EACH	_____.	_____.
0092	214.0100 Obliterating Old Road	33.000 STA	_____.	_____.
0094	305.0110 Base Aggregate Dense 3/4-Inch	14,648.000 TON	_____.	_____.
0096	305.0120 Base Aggregate Dense 1 1/4-Inch	150,120.000 TON	_____.	_____.
0098	311.0110 Breaker Run	11,715.000 TON	_____.	_____.
0100	440.4410 Incentive IRI Ride	20,333.000 DOL	1.00000	20,333.00
0102	450.4000 HMA Cold Weather Paving	5,945.000 TON	_____.	_____.
0104	455.0605 Tack Coat	7,411.000 GAL	_____.	_____.
0106	460.2000 Incentive Density HMA Pavement	33,233.000 DOL	1.00000	33,233.00
0108	460.5223 HMA Pavement 3 LT 58-28 S	30,437.000 TON	_____.	_____.
0110	460.5224 HMA Pavement 4 LT 58-28 S	21,309.000 TON	_____.	_____.
0112	460.7423 HMA Pavement 3 HT 58-28 H	49.000 TON	_____.	_____.
0114	460.7425 HMA Pavement 5 HT 58-28 H	33.000 TON	_____.	_____.



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SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0116	465.0120 Asphaltic Surface Driveways and Field Entrances	1,056.000 TON	_____.	_____.
0118	465.0310 Asphaltic Curb	250.000 LF	_____.	_____.
0120	465.0315 Asphaltic Flumes	509.000 SY	_____.	_____.
0122	495.1000.S Cold patch	510.000 TON	_____.	_____.
0124	502.4104 Adhesive Anchors 1/2-inch	4.000 EACH	_____.	_____.
0126	504.0100 Concrete Masonry Culverts	0.200 CY	_____.	_____.
0128	504.0900 Concrete Masonry Endwalls	33.400 CY	_____.	_____.
0130	505.0400 Bar Steel Reinforcement HS Structures	10.000 LB	_____.	_____.
0132	516.0500 Rubberized Membrane Waterproofing **P**	0.300 SY	_____.	_____.
0134	520.1012 Apron Endwalls for Culvert Pipe 12-Inch	6.000 EACH	_____.	_____.
0136	520.3312 Culvert Pipe Class III-A 12-Inch	266.000 LF	_____.	_____.
0138	520.3315 Culvert Pipe Class III-A 15-Inch	34.000 LF	_____.	_____.
0140	520.3318 Culvert Pipe Class III-A 18-Inch	1,331.000 LF	_____.	_____.
0142	520.3324 Culvert Pipe Class III-A 24-Inch	58.000 LF	_____.	_____.
0144	520.3330 Culvert Pipe Class III-A 30-Inch	160.000 LF	_____.	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0146	520.4118 Culvert Pipe Class IV 18-Inch	150.000 LF	_____.	_____.
0148	520.4124 Culvert Pipe Class IV 24-Inch	29.000 LF	_____.	_____.
0150	520.4130 Culvert Pipe Class IV 30-Inch	83.000 LF	_____.	_____.
0152	520.8000 Concrete Collars for Pipe	22.000 EACH	_____.	_____.
0154	520.8700 Cleaning Culvert Pipes	1.000 EACH	_____.	_____.
0156	521.1012 Apron Endwalls for Culvert Pipe Steel 12-Inch	6.000 EACH	_____.	_____.
0158	521.1615 Apron Endwalls for Culvert Pipe Sloped Side Drains Steel 15-Inch 10 to 1	2.000 EACH	_____.	_____.
0160	521.1618 Apron Endwalls for Culvert Pipe Sloped Side Drains Steel 18-Inch 10 to 1	54.000 EACH	_____.	_____.
0162	521.1624 Apron Endwalls for Culvert Pipe Sloped Side Drains Steel 24-Inch 10 to 1	4.000 EACH	_____.	_____.
0164	521.1630 Apron Endwalls for Culvert Pipe Sloped Side Drains Steel 30-Inch 10 to 1	4.000 EACH	_____.	_____.
0166	522.0118 Culvert Pipe Reinforced Concrete Class III 18-Inch	70.000 LF	_____.	_____.
0168	522.0124 Culvert Pipe Reinforced Concrete Class III 24-Inch	364.000 LF	_____.	_____.
0170	522.0130 Culvert Pipe Reinforced Concrete Class III 30-Inch	198.000 LF	_____.	_____.
0172	522.0312 Culvert Pipe Reinforced Concrete Class IV 12-Inch	50.000 LF	_____.	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0174	522.0318 Culvert Pipe Reinforced Concrete Class IV 18-Inch	72.000 LF	_____.	_____.
0176	522.0324 Culvert Pipe Reinforced Concrete Class IV 24-Inch	106.000 LF	_____.	_____.
0178	522.0330 Culvert Pipe Reinforced Concrete Class IV 30-Inch	61.000 LF	_____.	_____.
0180	522.1012 Apron Endwalls for Culvert Pipe Reinforced Concrete 12-Inch	2.000 EACH	_____.	_____.
0182	522.1015 Apron Endwalls for Culvert Pipe Reinforced Concrete 15-Inch	13.000 EACH	_____.	_____.
0184	522.1018 Apron Endwalls for Culvert Pipe Reinforced Concrete 18-Inch	16.000 EACH	_____.	_____.
0186	522.1024 Apron Endwalls for Culvert Pipe Reinforced Concrete 24-Inch	38.000 EACH	_____.	_____.
0188	522.1030 Apron Endwalls for Culvert Pipe Reinforced Concrete 30-Inch	19.000 EACH	_____.	_____.
0190	522.1042 Apron Endwalls for Culvert Pipe Reinforced Concrete 42-Inch	1.000 EACH	_____.	_____.
0192	522.1048 Apron Endwalls for Culvert Pipe Reinforced Concrete 48-Inch	2.000 EACH	_____.	_____.
0194	523.0129 Culvert Pipe Reinforced Concrete Horizontal Elliptical Class HE-III 29x45-Inch	168.000 LF	_____.	_____.
0196	523.0419 Culvert Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV 19x30-Inch	353.000 LF	_____.	_____.



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SECTION: 0001

Contract Items

Alt Set ID:

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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0198	523.0424 Culvert Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV 24x38-Inch	62.000 LF	_____.	_____.
0200	523.0429 Culvert Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV 29x45-Inch	62.000 LF	_____.	_____.
0202	523.0519 Apron Endwalls for Culvert Pipe Reinforced Concrete Horizontal Elliptical 19x30-Inch	12.000 EACH	_____.	_____.
0204	523.0524 Apron Endwalls for Culvert Pipe Reinforced Concrete Horizontal Elliptical 24x38-Inch	2.000 EACH	_____.	_____.
0206	523.0529 Apron Endwalls for Culvert Pipe Reinforced Concrete Horizontal Elliptical 29x45-Inch	13.000 EACH	_____.	_____.
0208	523.0534 Apron Endwalls for Culvert Pipe Reinforced Concrete Horizontal Elliptical 34x53-Inch	1.000 EACH	_____.	_____.
0210	601.0411 Concrete Curb & Gutter 30-Inch Type D **P**	330.000 LF	_____.	_____.
0212	601.0553 Concrete Curb & Gutter 4-Inch Sloped 36-Inch Type D **P**	16,100.000 LF	_____.	_____.
0214	601.0557 Concrete Curb & Gutter 6-Inch Sloped 36-Inch Type D **P**	1,540.000 LF	_____.	_____.
0216	602.0410 Concrete Sidewalk 5-Inch **P**	375.000 SF	_____.	_____.
0218	604.0400 Slope Paving Concrete	100.000 SY	_____.	_____.
0220	606.0100 Riprap Light	331.000 CY	_____.	_____.



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Contract Items

Alt Set ID:

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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0222	606.0200 Riprap Medium	306.000 CY	_____.	_____.
0224	606.0300 Riprap Heavy	230.000 CY	_____.	_____.
0226	608.0315 Storm Sewer Pipe Reinforced Concrete Class III 15-Inch	841.000 LF	_____.	_____.
0228	608.0318 Storm Sewer Pipe Reinforced Concrete Class III 18-Inch	942.000 LF	_____.	_____.
0230	608.0324 Storm Sewer Pipe Reinforced Concrete Class III 24-Inch	1,820.000 LF	_____.	_____.
0232	608.0330 Storm Sewer Pipe Reinforced Concrete Class III 30-Inch	868.000 LF	_____.	_____.
0234	608.0342 Storm Sewer Pipe Reinforced Concrete Class III 42-Inch	899.000 LF	_____.	_____.
0236	608.0348 Storm Sewer Pipe Reinforced Concrete Class III 48-Inch	1,213.000 LF	_____.	_____.
0238	608.0415 Storm Sewer Pipe Reinforced Concrete Class IV 15-Inch	386.000 LF	_____.	_____.
0240	608.0418 Storm Sewer Pipe Reinforced Concrete Class IV 18-Inch	209.000 LF	_____.	_____.
0242	608.0424 Storm Sewer Pipe Reinforced Concrete Class IV 24-Inch	472.000 LF	_____.	_____.
0244	608.0430 Storm Sewer Pipe Reinforced Concrete Class IV 30-Inch	223.000 LF	_____.	_____.
0246	608.0512 Storm Sewer Pipe Reinforced Concrete Class V 12-Inch	4,350.000 LF	_____.	_____.





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Contract Items

Alt Set ID:

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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0248	610.0129 Storm Sewer Pipe Reinforced Concrete Horizontal Elliptical Class HE-III 29x45-Inch	595.000 LF	_____.	_____.
0250	610.0134 Storm Sewer Pipe Reinforced Concrete Horizontal Elliptical Class HE-III 34x53-Inch	282.000 LF	_____.	_____.
0252	611.0420 Reconstructing Manholes	2.000 EACH	_____.	_____.
0254	611.0535 Manhole Covers Type J-Special	110.000 EACH	_____.	_____.
0256	611.0627 Inlet Covers Type HM	57.000 EACH	_____.	_____.
0258	611.0642 Inlet Covers Type MS	16.000 EACH	_____.	_____.
0260	611.2004 Manholes 4-FT Diameter	33.000 EACH	_____.	_____.
0262	611.2005 Manholes 5-FT Diameter	14.000 EACH	_____.	_____.
0264	611.2006 Manholes 6-FT Diameter	6.000 EACH	_____.	_____.
0266	611.2007 Manholes 7-FT Diameter	13.000 EACH	_____.	_____.
0268	611.2008 Manholes 8-FT Diameter	2.000 EACH	_____.	_____.
0270	611.3230 Inlets 2x3-FT	21.000 EACH	_____.	_____.
0272	611.3901 Inlets Median 1 Grate	4.000 EACH	_____.	_____.
0274	611.3902 Inlets Median 2 Grate	6.000 EACH	_____.	_____.
0276	611.8110 Adjusting Manhole Covers	1.000 EACH	_____.	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0278	611.9800.S Pipe Grates	9.000 EACH	_____.	_____.
0280	612.0106 Pipe Underdrain 6-Inch	11,995.000 LF	_____.	_____.
0282	612.0108 Pipe Underdrain 8-Inch	700.000 LF	_____.	_____.
0284	612.0110 Pipe Underdrain 10-Inch	700.000 LF	_____.	_____.
0286	612.0112 Pipe Underdrain 12-Inch	700.000 LF	_____.	_____.
0288	612.0206 Pipe Underdrain Unperforated 6-Inch	220.000 LF	_____.	_____.
0290	612.0700 Drain Tile Exploration	4,300.000 LF	_____.	_____.
0292	612.0806 Apron Endwalls for Underdrain Reinforced Concrete 6-Inch	13.000 EACH	_____.	_____.
0294	614.0230 Steel Thrie Beam	288.000 LF	_____.	_____.
0296	614.0370 Steel Plate Beam Guard Energy Absorbing Terminal	4.000 EACH	_____.	_____.
0298	614.0396 Guardrail Mow Strip Asphalt	1,164.000 SY	_____.	_____.
0300	614.0920 Salvaged Rail **P**	3,097.000 LF	_____.	_____.
0302	614.0925 Salvaged Guardrail End Treatments **P**	7.000 EACH	_____.	_____.
0304	614.2300 MGS Guardrail 3 **P**	4,598.000 LF	_____.	_____.
0306	614.2340 MGS Guardrail 3 L **P**	312.500 LF	_____.	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0308	614.2610 MGS Guardrail Terminal EAT **P**	23.000 EACH	_____.	_____.
0310	616.0100 Fence Woven Wire (height) 001. 4-FT	20,017.000 LF	_____.	_____.
0312	616.0700.S Fence Safety	5,705.000 LF	_____.	_____.
0314	618.0100 Maintenance And Repair of Haul Roads (project) 005. 1030-24-77	1.000 EACH	_____.	_____.
0316	618.0100 Maintenance And Repair of Haul Roads (project) 006. 1030-24-78	1.000 EACH	_____.	_____.
0318	618.0100 Maintenance And Repair of Haul Roads (project) 008. 1030-24-70	1.000 EACH	_____.	_____.
0320	618.0100 Maintenance And Repair of Haul Roads (project) 009. 1030-24-74	1.000 EACH	_____.	_____.
0322	618.0100 Maintenance And Repair of Haul Roads (project) 010. 1033-02-77	1.000 EACH	_____.	_____.
0324	618.0100 Maintenance And Repair of Haul Roads (project) 011. 1033-02-78	1.000 EACH	_____.	_____.
0326	619.1000 Mobilization	1.000 EACH	_____.	_____.
0328	620.0300 Concrete Median Sloped Nose **P**	338.000 SF	_____.	_____.
0330	623.0200 Dust Control Surface Treatment	222,900.000 SY	_____.	_____.
0332	624.0100 Water	2,646.000 MGAL	_____.	_____.
0334	625.0500 Salvaged Topsoil	346,425.000 SY	_____.	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0336	627.0200 Mulching	250,445.000 SY	_____.	_____.
0338	628.1504 Silt Fence	21,187.000 LF	_____.	_____.
0340	628.1520 Silt Fence Maintenance	21,187.000 LF	_____.	_____.
0342	628.1905 Mobilizations Erosion Control	29.000 EACH	_____.	_____.
0344	628.1910 Mobilizations Emergency Erosion Control	29.000 EACH	_____.	_____.
0346	628.2004 Erosion Mat Class I Type B	94,776.000 SY	_____.	_____.
0348	628.2008 Erosion Mat Urban Class I Type B	48,601.000 SY	_____.	_____.
0350	628.6510 Soil Stabilizer Type B	26.400 ACRE	_____.	_____.
0352	628.7005 Inlet Protection Type A	110.000 EACH	_____.	_____.
0354	628.7010 Inlet Protection Type B	15.000 EACH	_____.	_____.
0356	628.7015 Inlet Protection Type C	73.000 EACH	_____.	_____.
0358	628.7020 Inlet Protection Type D	13.000 EACH	_____.	_____.
0360	628.7504 Temporary Ditch Checks	2,706.000 LF	_____.	_____.
0362	628.7555 Culvert Pipe Checks	1,224.000 EACH	_____.	_____.
0364	628.7560 Tracking Pads	28.000 EACH	_____.	_____.
0366	628.7570 Rock Bags	589.000 EACH	_____.	_____.



## Proposal Schedule of Items

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Proposal ID: 20171114036 Project(s): 1030-24-70, 1030-24-74, 1030-24-77, 1030-24-78, 1033-02-77, 1033-02-78

Federal ID(s): WISC 2017607, WISC 2017608, WISC 2017609, WISC 2017610, WISC 2017611, WISC 2017612

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0368	630.0140 Seeding Mixture No. 40	1,175.000 LB	_____.	_____.
0370	630.0200 Seeding Temporary	9,144.000 LB	_____.	_____.
0372	633.0100 Delineator Posts Steel	100.000 EACH	_____.	_____.
0374	633.0500 Delineator Reflectors	200.000 EACH	_____.	_____.
0376	633.5200 Markers Culvert End	121.000 EACH	_____.	_____.
0378	634.0612 Posts Wood 4x6-Inch X 12-FT	3.000 EACH	_____.	_____.
0380	634.0614 Posts Wood 4x6-Inch X 14-FT	90.000 EACH	_____.	_____.
0382	634.0616 Posts Wood 4x6-Inch X 16-FT	87.000 EACH	_____.	_____.
0384	634.0618 Posts Wood 4x6-Inch X 18-FT	14.000 EACH	_____.	_____.
0386	634.0814 Posts Tubular Steel 2x2-Inch X 14-FT	1.000 EACH	_____.	_____.
0388	637.2210 Signs Type II Reflective H	830.020 SF	_____.	_____.
0390	637.2220 Signs Type II Reflective SH	6.750 SF	_____.	_____.
0392	637.2230 Signs Type II Reflective F	744.250 SF	_____.	_____.
0394	638.2102 Moving Signs Type II	21.000 EACH	_____.	_____.
0396	638.2602 Removing Signs Type II	147.000 EACH	_____.	_____.
0398	638.3000 Removing Small Sign Supports	126.000 EACH	_____.	_____.



## Proposal Schedule of Items

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Proposal ID: 20171114036 Project(s): 1030-24-70, 1030-24-74, 1030-24-77, 1030-24-78, 1033-02-77, 1033-02-78

Federal ID(s): WISC 2017607, WISC 2017608, WISC 2017609, WISC 2017610, WISC 2017611, WISC 2017612

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0400	643.0100 Traffic Control (project) 024. 1030-24-77	1.000 EACH	_____.	_____.
0402	643.0100 Traffic Control (project) 026. 1030-24-78	1.000 EACH	_____.	_____.
0404	643.0100 Traffic Control (project) 028. 1030-24-70	1.000 EACH	_____.	_____.
0406	643.0100 Traffic Control (project) 030. 1030-24-74	1.000 EACH	_____.	_____.
0408	643.0100 Traffic Control (project) 032. 1033-02-77	1.000 EACH	_____.	_____.
0410	643.0100 Traffic Control (project) 034. 1033-02-78	1.000 EACH	_____.	_____.
0412	643.0300 Traffic Control Drums	21,158.000 DAY	_____.	_____.
0414	643.0420 Traffic Control Barricades Type III	9,846.000 DAY	_____.	_____.
0416	643.0705 Traffic Control Warning Lights Type A	19,688.000 DAY	_____.	_____.
0418	643.0715 Traffic Control Warning Lights Type C	4,045.000 DAY	_____.	_____.
0420	643.0800 Traffic Control Arrow Boards	10.000 DAY	_____.	_____.
0422	643.0900 Traffic Control Signs	16,830.000 DAY	_____.	_____.
0424	643.0920 Traffic Control Covering Signs Type II	55.000 EACH	_____.	_____.
0426	643.1000 Traffic Control Signs Fixed Message	580.000 SF	_____.	_____.
0428	643.1050 Traffic Control Signs PCMS	318.000 DAY	_____.	_____.
0430	643.2000 Traffic Control Detour (project) 014. 1030-24-74	1.000 EACH	_____.	_____.



## Proposal Schedule of Items

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Proposal ID: 20171114036 Project(s): 1030-24-70, 1030-24-74, 1030-24-77, 1030-24-78, 1033-02-77, 1033-02-78

Federal ID(s): WISC 2017607, WISC 2017608, WISC 2017609, WISC 2017610, WISC 2017611, WISC 2017612

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0432	643.2000 Traffic Control Detour (project) 016. 1030-24-70	1.000 EACH	_____.	_____.
0434	643.3000 Traffic Control Detour Signs	32,664.000 DAY	_____.	_____.
0436	645.0111 Geotextile Type DF Schedule A	6,293.000 SY	_____.	_____.
0438	645.0120 Geotextile Type HR	1,287.000 SY	_____.	_____.
0440	645.0130 Geotextile Type R	1,888.000 SY	_____.	_____.
0442	645.0135 Geotextile Type SR	10,132.000 SY	_____.	_____.
0444	645.0220 Geogrid Type SR	223,635.000 SY	_____.	_____.
0446	646.0106 Pavement Marking Epoxy 4-Inch	56,982.000 LF	_____.	_____.
0448	646.0805.S Pavement Marking Outfall	13.000 EACH	_____.	_____.
0450	646.2304.S Pavement Marking Grooved Wet Reflective Epoxy 4-Inch	77,241.000 LF	_____.	_____.
0452	646.2308.S Pavement Marking Grooved Wet Reflective Epoxy 8-Inch	3,167.000 LF	_____.	_____.
0454	647.0166 Pavement Marking Arrows Epoxy Type 2	18.000 EACH	_____.	_____.
0456	647.0176 Pavement Marking Arrows Epoxy Type 3	8.000 EACH	_____.	_____.
0458	647.0356 Pavement Marking Words Epoxy	12.000 EACH	_____.	_____.
0460	647.0456 Pavement Marking Curb Epoxy	92.000 LF	_____.	_____.



## Proposal Schedule of Items

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Federal ID(s): WISC 2017607, WISC 2017608, WISC 2017609, WISC 2017610, WISC 2017611, WISC 2017612

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0462	647.0566 Pavement Marking Stop Line Epoxy 18-Inch	707.000 LF	_____.	_____.
0464	647.0606 Pavement Marking Island Nose Epoxy	4.000 EACH	_____.	_____.
0466	647.0726 Pavement Marking Diagonal Epoxy 12-Inch	1,212.000 LF	_____.	_____.
0468	648.0100 Locating No-Passing Zones	7.040 MI	_____.	_____.
0470	690.0150 Sawing Asphalt	1,473.000 LF	_____.	_____.
0472	690.0250 Sawing Concrete	691.000 LF	_____.	_____.
0474	ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR	1,400.000 HRS	5.00000	7,000.00
0476	ASP.1T0G On-the-Job Training Graduate at \$5.00/HR	1,500.000 HRS	5.00000	7,500.00
0478	SPV.0030 Special 001. Fertilizer Type B, Special	236.040 CWT	_____.	_____.
0480	SPV.0035 Special 005. Backfill Slurry	226.000 CY	_____.	_____.
0482	SPV.0060 Special 006. Salvaging Existing Access Gate	1.000 EACH	_____.	_____.
0484	SPV.0060 Special 011. Remove and Reset Mailbox	1.000 EACH	_____.	_____.
0486	SPV.0060 Special 088. Field Facilities Office Space	1.000 EACH	_____.	_____.
0488	SPV.0060 Special 089. Traffic Flashing Beacon System Eastbound 58th Rd at West Frontage Rd	1.000 EACH	_____.	_____.





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Federal ID(s): WISC 2017607, WISC 2017608, WISC 2017609, WISC 2017610, WISC 2017611, WISC 2017612

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0490	SPV.0060 Special 090. Traffic Flashing Beacon System, Westbound 58th Rd at West Frontage Rd	1.000 EACH	_____.	_____.
0492	SPV.0060 Special 091. Section Corner Monuments	4.000 EACH	_____.	_____.
0494	SPV.0075 Special 025. Pavement Cleanup Project 1030-24-77	24.000 HRS	_____.	_____.
0496	SPV.0075 Special 027. Pavement Cleanup Project 1030-24-78	24.000 HRS	_____.	_____.
0498	SPV.0075 Special 029. Pavement Cleanup Project 1030-24-70	30.000 HRS	_____.	_____.
0500	SPV.0075 Special 031. Pavement Cleanup Project 1030-24-74	40.000 HRS	_____.	_____.
0502	SPV.0075 Special 033. Pavement Cleanup Project 1033-02-77	20.000 HRS	_____.	_____.
0504	SPV.0075 Special 035. Pavement Cleanup Project 1033-02-78	20.000 HRS	_____.	_____.
0506	SPV.0085 Special 002. Seeding Mixture No. 30, Special	7,364.000 LB	_____.	_____.
0508	SPV.0090 Special 006. Culvert Pipe Reinforced Conc Horiz Elliptical Class HE-IV 53x83-Inch	152.000 LF	_____.	_____.
0510	SPV.0090 Special 068. Culvert Pipe Reinforced Conc Horiz Elliptical Class HE-IV 43x68-Inch	130.000 LF	_____.	_____.
0512	SPV.0090 Special 084. Heavy Duty Silt Fence	11,800.000 LF	_____.	_____.



## Proposal Schedule of Items

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Federal ID(s): WISC 2017607, WISC 2017608, WISC 2017609, WISC 2017610, WISC 2017611, WISC 2017612

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0514	SPV.0090 Special 085. Temporary Ditch Check Rock Bags Single Layer	640.000 LF	_____.	_____.
0516	SPV.0090 Special 086. Temporary Ditch Check Rock Bags Double Layer	640.000 LF	_____.	_____.
0518	SPV.0105 Special 024. Survey Project 1030-24-77	LS	LUMP SUM	_____.
0520	SPV.0105 Special 026. Survey Project 1030-24-78	LS	LUMP SUM	_____.
0522	SPV.0105 Special 028. Survey Project 1030-24-70	LS	LUMP SUM	_____.
0524	SPV.0105 Special 030. Survey Project 1030-24-74	LS	LUMP SUM	_____.
0526	SPV.0105 Special 032. Survey Project 1033-02-77	LS	LUMP SUM	_____.
0528	SPV.0105 Special 034. Survey Project 1033-02-78	LS	LUMP SUM	_____.
0530	SPV.0105 Special 098. Grade Shape & Finish Ditch Proj 1030-24-74 Railroad Ditching	LS	LUMP SUM	_____.
0532	SPV.0105 Special 099. Grade Shape & Finish Ditch Proj 1033-02-77 CTH K to CTH G East Frontage Rd	LS	LUMP SUM	_____.
0534	SPV.0105 Special 309. Remove Traffic Signals IH 94 West Frontage Road	LS	LUMP SUM	_____.
0536	SPV.0195 Special 006. Select Subbase	87,908.000 TON	_____.	_____.
0538	SPV.0200 Special 002. Manholes 4-FT Diameter Special	464.000 VF	_____.	_____.
Section: 0001			Total:	_____.

Total Bid: \_\_\_\_\_.

**PLEASE ATTACH SCHEDULE OF ITEMS HERE**