

# HIGHWAY WORK PROPOSAL

Wisconsin Department of Transportation  
06/2017 s.66.0901(7) Wis. Stats

Proposal Number: **016**

<u>COUNTY</u>	<u>STATE PROJECT</u>	<u>FEDERAL</u>	<u>PROJECT DESCRIPTION</u>	<u>HIGHWAY</u>
Milwaukee	2120-17-70	N/A	W Forest Home/S 27th St(Sth24/241); 6 Connecting Highways	STH 024
Milwaukee	2400-00-72	WISC 2018149	W Oklahoma Avenue; S 60th Street To S 49th Street	LOC STR

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

Proposal Guaranty Required: \$75,000.00 Payable to: Wisconsin Department of Transportation	Attach Proposal Guaranty on back of this PAGE.
Bid Submittal Date: March 13, 2018 Time (Local Time): 9:00 am	Firm Name, Address, City, State, Zip Code
Contract Completion Time October 31, 2019	<b>SAMPLE</b> <b>NOT FOR BIDDING PURPOSES</b>
Assigned Disadvantaged Business Enterprise Goal <b>15%</b>	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)

\_\_\_\_\_  
(Bidder Signature)

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

\_\_\_\_\_  
(Print or Type Bidder Name)

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

\_\_\_\_\_  
(Bidder Title)

Notary Seal

Type of Work: Grade, Base, Storm Sewer, Concrete Pavement, Asphalt Pavement, Curb & Gutter, Sidewalk, Landscaping, Signing, Signals, Pavement Marking	For Department Use Only
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.

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## **SPECIAL PROVISIONS**

### **1. General.**

Perform the work under this construction contract for Project 2120-17-70, West Forest Home / South 27<sup>th</sup> Street, STH 24/241, 6 Connecting Highways, STH 24, and Project 2400-00-72, West Oklahoma Avenue, South 60<sup>th</sup> Street to South 49<sup>th</sup> Street, LOC STR, in the City of Milwaukee, Milwaukee County, Wisconsin as the plans show and execute the work as specified in the State of Wisconsin, Department of Transportation, Standard Specifications for Highway and Structure Construction, 2018 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.

### **2. Referenced Construction Specifications.**

Some traffic signal and street lighting work is required to be executed according to City of Milwaukee Standards. The contact person for acquiring said standards is provided in the articles where the reference to City of Milwaukee Standards is made. If there is a discrepancy or conflict between the referenced specification and the standard specifications regarding contract administration, part 1 of the standard specifications governs.

### **3. Scope of Work.**

The work under this contract shall consist of pavement removal, grading, concrete pavement, concrete curb and gutter, sidewalk, driveway approaches, pavement marking, drainage improvements, monotube signal installation and all incidental items necessary to complete the work as shown on the plans and included in the proposal and contract.

104-005 (20090901)

### **4. 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.

Fourteen days prior to the preconstruction meeting submit, as required under standard spec 108.4, in writing a satisfactory schedule of operations to the engineer. Include proposed methods of handling traffic including drawings indicating traffic signs and markings to be used. Submit revisions in traffic handling to the engineer for approval at least 48 hours in advance of making any changes in traffic operations.

*Add the following to standard spec 108.9.2:*

Once work has started on the contract, work continually until the contract work is complete. The contract will not be considered complete until all items on the contract are completed, including sodding and roadway finishing.

If the contractor desires to work on Saturday, Sunday, or nationally recognized legal holidays, he must obtain approval from the engineer at least 24 hours in advance. If scheduling changes after approval has been obtained, notify the engineer as soon as possible, but not later than 3:00 PM of the prior day.

#### **Interim Completion Date**

Complete all contract work within both project's construction limits, except for furnishing and planting all trees, shrubs, plants, and other landscaping items within the limits of West Oklahoma Avenue, and Landscape Planting Surveillance and Care Cycles, and open the roadway to through traffic prior to 12:01 AM October 8, 2018.

If the contractor fails to complete all contract work within both project's construction limits, except for furnishing and planting all trees, shrubs, plants, and other landscaping items within the limits of West Oklahoma Avenue construction limits, and Landscape Planting Surveillance and Care Cycles, and open the roadway to through traffic prior to 12:01 AM October 8, 2018, the department will assess the contractor \$2,070 in interim liquidated damages for each calendar day that the roadway remains closed after 12:01 AM, October 8, 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.

Furnishing and planting all trees, shrubs, and plants shall not commence until May 1, 2019, and all plantings shall be completed prior to 12:01 AM May 15, 2019. Complete all landscape surveillance and care cycles prior to 12:01 AM November 1, 2019.

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

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

*Supplement standard spec 107.18 with the following:*

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

**Northern Long-eared Bat** (*Myotis septentrionalis*)

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

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

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

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

**Project 2120-17-70**

Construct the project as to maintain a minimum of one lane of traffic in each direction as shown on the traffic control plan.

No extra cost will be allowed for “cold weather protection” as addressed in standard spec 415.3.13.

There will be no bid item 618.0100 Maintenance and Repair of Haul Roads in this project. The contractor shall do all hauling on major arterials whenever possible.

Except where noted, keep all intersections accessible at all times. Include any costs associated with staging operations at intersections that are to remain accessible at all times in the unit bid price for Traffic Control (Project).

*Supplement standard spec 107.18 with the following:*

The labor and materials required to restore concrete sidewalk, after saw cutting, will be deemed incidental to the bid item 690.0250, Sawing Concrete.

The labor and materials required to restore grass areas, after installing vaults, will be deemed incidental to the bid items SPV.0060.301 and SPV.0060.302, Polymer Concrete Vaults (size).

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

**Project 2400-00-72**

Construct West Oklahoma Avenue in two stages.

Stage 1 shall be work on the north half of Oklahoma Avenue, including medians and sidewalk. The south half of Oklahoma Avenue shall remain open to two-way vehicular traffic within the project limits. Traffic crossovers will be provided at South 63<sup>rd</sup> Street and South 48<sup>th</sup> Street. Pedestrians shall have access to both sides of the street. Pedestrians shall be directed to the south side sidewalk as construction is taking place. Temporary pedestrian accommodations shall still maintain access on the north side sidewalk.

Stage 2 shall be work on the south half of Oklahoma Avenue, including sidewalk. The newly constructed north half of Oklahoma Avenue shall open to two-way vehicular traffic within the project limits. Traffic crossovers shall be provided at South 63<sup>rd</sup> Street and South 48<sup>th</sup> Street. Pedestrians shall have access to both sides of the street. Pedestrians shall be directed to the north side sidewalk as construction is taking place. Temporary pedestrian accommodations shall still maintain access on the south side sidewalk.

Complete all driveways, sidewalk, curb and gutter and pavement to be constructed under Stage I and open them to pedestrian and vehicular traffic before the start of construction work on Stage II.

Include any costs associated with staging operations at intersections that are to remain accessible at all times in the unit bid prices for Concrete Pavement, 8 1/2-Inch. Staging concrete paving operations in intersections will not be considered a pavement gap.

The contractor may make other arrangements with individual businesses prior to construction. The arrangement must be in writing, signed by the contractor and business owner, and approved by the construction engineer.

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

There will be no bid item 618.0100 Maintenance and Repair of Haul Roads in this project. The contractor shall do all hauling on major arterials whenever possible.

**Driveway Construction/Access**

Stage construction activities in order to maintain through vehicular access on West Oklahoma Avenue according to the traffic control plans. The staging of work activities shall provide driveway access to local businesses at all times as specified below. adjacent to the gaps. Staging for driveway access shall include, but is not limited to the following five methods:

**A Concrete Pavement Gap**

In order to provide continuous access to the businesses, 10 pavement gaps or adequate bridging to support businesses' vehicles shall be used. The access areas shall have ample width and length to accommodate turns from the businesses' vehicles. Temporary vehicle access to the businesses may be provided with base aggregate as directed by the engineer. Include the cost for the base aggregate in the unit bid price for Base Aggregate Dense 1¼-inch. The pavement, curb and driveways at the pavement gaps shall be constructed as soon as cure time allows vehicular access of the paved portions.

**B HES Concrete Driveway**

Construct driveway with either 7-inch or 8-inch high early strength concrete (HES) on Friday and open to vehicular traffic on Monday.

**C Alternate Driveways**

Keep one driveway in place while the other is being constructed or open.

**D Halves**

Construct driveway one half at a time.

**E Loading Zone**

Provide a loading zone as a pick-up or drop-off location.

ADDRESS	LOCATION	METHOD
5912 W. Oklahoma Avenue	20+75; LT	Abandon
5912 W. Oklahoma Avenue	20+50; LT	A&D
5800 W. Oklahoma Avenue	23+42; LT	A&D
5726 W. Oklahoma Avenue	23+98; LT	A&D
5720 W. Oklahoma Avenue	24+90; LT	A&D
5634 W. Oklahoma Avenue	26+80; LT	A&D
5600 W. Oklahoma Avenue	28+74; LT	A&D
5232 W. Oklahoma Avenue	41+63; LT	A&D
5200 W. Oklahoma Avenue	43+43; LT	A&D
3100 S. 60 <sup>th</sup> Street	21+65; RT	A&D
5811 W. Oklahoma Avenue	23+42; RT	A&D
5757 W. Oklahoma Avenue	24+78; RT	A&D
5701 W. Oklahoma Avenue	25+91; RT	Abandon
5335 W. Oklahoma Avenue	38+65; RT	Stage intersection const.
5101 W. Oklahoma Avenue	43+56; RT	A&D

Note: The contractor may make other arrangements with individual businesses prior to construction. The arrangement must be in writing, signed by the contractor and business owner, and approved by the construction engineer.

## **5. Traffic.**

On-street parking will not be allowed on West Oklahoma Avenue within the project limits during construction.

The City of Milwaukee will provide all posting of parking restrictions to facilitate construction operations. Contact Sharon Betthauser of Traffic and lighting at (414) 286-3632 three working days prior to the start of construction operations.

Provide access for mail service, utility meter reading and garbage pick-up.

Access to all properties within the project limits is required for emergency vehicles and equipment which provide fire, police and rescue service to the public. In the event such service is required, cooperate to the fullest extent in accommodating emergency access in the shortest time possible.

Do not store equipment, vehicles or materials beyond the project limits without specific approval by the engineer.

## **6. Holiday Work Restrictions.**

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

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

stp-107-005 (20050502)

## **7. Utilities.**

This contract does not come under the provision of Administrative Rule Trans 220.

stp-107-065 (20080501)

The City of Milwaukee has notified the department that the following operations necessary for the construction of new facilities and/or adjustment of existing facilities will be coordinated with the contractor's construction operations by each representative utility unless otherwise noted. Coordinate construction activities with a call to Digger's Hotline

or a direct call to the utilities that have facilities in the area as required by statutes. Use caution to ensure the integrity of underground facilities and maintain code clearances from overhead facilities at all times.

The project contains numerous utility manholes located within the construction area. The utility companies have been advised of the requirement to coordinate adjusting their manhole covers in conjunction with the contractor's operations. Provide a minimum of 10 working days' advance notice to each manhole owner before commencing construction operations over affected manholes. In addition, provide 10 working days' advance notice so utilities may set their covers to match final pavement elevations.

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

### **Project 2120-17-70**

#### **A AT&T Wisconsin**

AT&T has facilities within the project limits as shown in the utility plans. No work or conflicts are anticipated. Contractor to exercise caution when installing monotube at Station 07+15, as it is near an AT&T underground facility. Contact Mr. Matthew Dinnauer at (262) 896-7690 with any concerns.

#### **B ATC**

ATC has facilities within the project limits. No work or conflicts are anticipated. Contact Mr. Ron Latus at (262) 832-8688 with any concerns.

#### **C Charter Communications**

Charter Communications has overhead facilities within the project limits. There is an existing aerial facility at the intersection of South 27<sup>th</sup> Street and West Cleveland Avenue. The proposed monotube signal at Station 01+19.9, 114' LT will be under the existing aerial facility, which is approximately 21'-3" in height above ground level.

No impacts or work is anticipated. Contact Mr. Steve Cramer at (414) 277-4045 for concerns or questions.

#### **D City of Milwaukee**

##### **D.1 City Underground Conduit (CUC)**

City of Milwaukee Underground Conduit has facilities within the project limits as shown on the utility plans. There are no anticipated conflicts and no work planned on their facilities.



Contact Communications Dispatch at (414) 286-3686 with any questions or concerns.

## **D.2 Communications**

City of Milwaukee Communications has facilities throughout the project limits as shown on the utility plans. There are no anticipated conflicts and no proposed work.

Contact Communications Dispatch at (414) 286-3686 with any questions or concerns.

## **D.3 Sewers**

City of Milwaukee Sewers has facilities throughout the project limits as shown on the utility plans. There are no anticipated conflicts and no proposed work. The contractor will install inlet protection over existing drainage facilities as part of the project. Contact Mr. Zafar Yousuf of the City of Milwaukee at (414) 286-2467 with any concerns.

## **D.4 Street Lighting**

City of Milwaukee Street Lighting has facilities within the project limits. City of Milwaukee street lighting personnel will complete the following work in coordination with this project. City of Milwaukee Street Lighting anticipates this work to take 20 working days to complete.

West Forest Home Avenue and West Oklahoma Avenue –The street lighting facilities at the West center island (Station 07+10;4’LT) and Northeast quadrant (Station 9+78.2; 47.15’ RT) of the intersection will be protected and adjusted if needed. At both locations the existing light poles will be removed and the luminaire(s) will be transferred to the monotube mast arm pole after it is installed.

West Forest Home Avenue and South 43<sup>rd</sup> Street –No impact on the Northeast quadrant. The street lighting facilities in the following area: West center island (Station 11+64.26; 8.15’LT), East center island (Station 13+1.4; 4.1’LT) and Southwest quadrant (Station 11+18.1; 63.75’RT) of the intersection is currently up in temporary overhead and will be protected and adjusted if needed. At all three locations the existing light poles will be removed and the luminaire(s) will be transferred to the monotube mast arm pole after it is installed.

West Forest Home Avenue and Parkway (Jackson Park) – The street light poles at the East center island (Station 05+82.4; 4’RT) and West center island (Station 04+68.76; 2.6’LT) will both be removed. Temporary wood poles will be installed at Station 04+58; 2.6’LT, Station 05+94; 2’RT, and Station 05+90; 50’RT with overhead. Street lighting bracket arms, and luminaires will be installed on the two new monotube mast arm poles after they are installed.

West Forest Home Avenue and South 35<sup>th</sup> Street – No impact on the Northwest, Northeast, Southwest, and Southeast Quadrants.

West Forest Home Avenue and South 27<sup>th</sup> Street – No impact on the North and South center islands. The street lighting facilities at the West center island (Station 17+1.56; 140.3'LT) and East center island (Station 18+29.7; 16'RT) of the intersection will be protected and adjusted if needed. At both East and West island locations the existing light poles will be removed and the luminaire(s) will be transferred to the monotube mast arm pole after it is installed.

West Cleveland Avenue and South 27<sup>th</sup> Street –No impacts on the Northeast and Northwest quadrants. The street lighting facilities at the Southwest quadrant (Station 0+50.5; 90.6'LT), and Southeast quadrant (Station 0+68.4; 44.1'RT) will be protected and adjusted if needed. At both the Southeast and Southwest locations, the existing light poles will be removed and the luminaire(s) will be transferred to the monotube mast arm pole after it is installed.

The engineer and/or contractor shall keep the Street Lighting Construction Supervisors informed of the status of construction. Contact Dennis Miller at (414) 286-5942 office, (414) 708-4251 cell; or George Berdine at (414) 286-5943 office, (414) 708-4245 cell. If neither are available, then contact dispatcher at (414) 286-5944.

Keep the area behind the curb free from over-pour and other debris.

If the contractor requests the relocation of any street lighting facilities, permanent or temporary for their convenience, they will be responsible for all costs incurred by Street Lighting personnel fulfilling the request.

Contact Mr. Denis Kozelek of the City of Milwaukee at (414) 286-3252 with only design/engineering concerns or questions. If you have questions or concerns about field work or work scheduling please contact the Street Lighting Construction Supervisors noted above.

#### **D.5 Traffic Signals**

All six signalized intersections maintained by the City of Milwaukee will require removal of existing signals and installation of monotube mast arm signals.

Prior to construction, the City of Milwaukee will remove the traffic signal equipment located at the intersection of Forest Home and 43<sup>rd</sup>, Station 13+41.9; 63.7' LT. City forces will install temporary signals as needed to accommodate the construction.

Prior to construction, the City of Milwaukee will also build temporary overhead, install temporary traffic signals as needed, and remove/relocate conflicting traffic signal equipment including traffic signal poles/mast arms, traffic signal standards and traffic control cabinets. Upon project completion, the City of Milwaukee will remove all temporary traffic signal facilities in coordination with construction.

As a part of project 2120-17-70 being constructed in 2018, underground work consisting of monotube bases, PVC conduit laterals, polymer concrete pull box endpoints, and steel monotube poles with accompanying mast will be furnished and installed by the contractor.

As a part of a corresponding Local Force Account (LFA) project 2120-17-90 being constructed in 2018; all remaining conduit, pull box, cabling and above ground signal work including installing traffic signal standards, heads, control cabinets, and any additional traffic control equipment will be furnished and installed by the City of Milwaukee.

Provide a 10-working day advance notice to Mr. Al Nichols of the City of Milwaukee's Traffic Signal Field Operations at (414) 286-5941 office, or (414) 708-5148 mobile, to coordinate the removal and installation of traffic signal materials.

Coordinate all Traffic Signal Operation with Mr. Scott Reinbacher of the City of Milwaukee's Traffic Engineering at (414) 286-3232 as well as any city traffic signal concerns.

#### **D.6. Water Works**

City of Milwaukee Water Works has facilities within the project limits as shown on the utility plans. There is no proposed work and no conflicts are anticipated. Contact Mr. Dave Goldapp at (414) 286-6301 with any concerns or questions.

#### **E Midwest Fiber Networks**

Midwest Fiber Networks has facilities within the project limits in the intersections of South 27<sup>th</sup> Street and West Forest Home Avenue and at South 27<sup>th</sup> Street and West Cleveland Avenue. There is no work planned on Midwest Fiber Networks' facilities and no anticipated conflicts. Contact Patrick Graham at (414) 672-5612 with any concerns.

#### **F MMSD**

MMSD has facilities near the project limits in the following locations:

- S. 27th St and Cleveland – MMSD 60-inch sewer at the SE corner of intersection. The depth to top of pipe is approximately 32 feet.
- S. 35th and Forest Home – MMSD 36-inch sewer at the east side of intersection. The depth to top of pipe is approximately 25 feet.
- KK River Parkway and Forest Home – MMSD 144-inch sewer at the east side of intersection. The depth to top of pipe is approximately 56 feet.
- S. 43rd and Forest Home – MMSD 39-inch sewer approximately 25 feet north of proposed monotube location.
- S. 44th and Forest Home – MMSD 39-inch sewer approximately 25 feet north of proposed monotube location.

There are no anticipated conflicts with MMSD facilities, and no proposed work. Contact Mr. Larry Anderson at (414) 225-2241 with any concerns.

## **G WE Energies Gas**

WE Energies Gas has facilities within the project limits as shown on the utility plans. There is no proposed work on WE Energies Gas facilities. The contractor will take caution when installing Type 10 Concrete Base Special at Station 13+42, 64-ft left near an 18-inch gas main. The contractor will also take caution when installing the Concrete Base Type 10 at Station 01+28, 106-ft left near a 24-inch gas main. WE Energies gas will assign a watchdog to monitor excavation work near their facilities. This watchdog will be assigned once the contractor contacts Digger's Hotline.

It is imperative that the highway contractor contact We Energies before removing any gas facilities or electrical underground cables, to verify that they have been discontinued and carry no natural gas or electrical current. The contractor must not assume that unmarked facilities have been discontinued. At no time is it acceptable to push, pull, cut or drill an unmarked facility without explicit consent from We Energies. Contractor must call the We Energies 24 hour Dispatch lines to arrange for this verification.

We Energies Electric Dispatch, # 1 (800) 662-4797

We Energies Gas Dispatch, # 1 (800) 261-5325

Contact Mr. Dan Sande at (414) 221-5617 with any questions or concerns.

## **H WE Energies Electric**

WE Energies has facilities within the project limits as shown on the utility plans. No work is proposed on their facilities. Contact Mr. Dan Sande at (414) 221-5617 with any questions or concerns.

## **Project 2400-00-72**

### **A ATC**

ATC has facilities within the project limits as shown on the utility plans. There is an underground transmission line located at Station 46+95. There is an underground fiber optic cable located at Station 19+48. No conflicts are anticipated. Contact Ron Latus at (262) 832-8688 with any questions or concerns.

### **B AT&T Wisconsin**

AT&T has facilities within the project limits as shown on the utility plans. AT&T will adjust their manholes in coordination with the paving contractor at the following locations:

Sta. 20+21.5, 15' right	Sta. 20+25.5, 22' right	Sta. 25+17, 18' right
Sta. 33+21.3, 18' right	Sta. 39+88.5, 16.5' right	Sta. 49+88.5, 16' right

AT&T will adjust and protect their conduit during construction at the following locations:

Sta. 34+12.5, 15' right	Sta. 35+63.5, 17' right	Sta. 36+01.5, 17' right
Sta. 37+27, 16.5' right	Sta. 38+50, 16.5' right	Sta. 40+96, 11.5' and 16' right
Sta. 42+47.5, 16.5' right	Sta. 43+05, 16' right	Sta. 43+78, 16' right
Sta. 44+45, 16' right	Sta. 45+35.6, 16' right	Sta. 45+81, 16' right
Sta. 52+98, 12' left		

Contractor is to use caution when working near the following conduit facilities:  
Sta. 20+67, 21.5' right      Sta. 27+27, 18' right      Sta. 33+19, 66' right

Provide AT&T a 10 working day notice prior to start of adjustments. AT&T anticipates adjustments will take 5 working days per location, or 70 total working days. Contact Mr. Matthew Dinnauer to coordinate adjustments at (262) 896-7690.

### **C Charter Communications**

Charter Communications has overhead facilities within the project limits on WE Energies poles, shown in the utility plans. The charter communication line is on WE Energies poles located in the north terrace 9.5 feet from the right-of-way line between South 57<sup>th</sup> Street and west of South 51<sup>st</sup> Street. WE Energies poles that carry Charter's facilities will be adjusted at the following locations:

- Station 30+31.5, 48.5' left will be relocated to Station 30+34, 50' left.
- Station 36+29, 50.5' left will be relocated to Station 36+26, 50.5' left.
- Charter Communications will transfer their facilities to the new WE Energies pole prior to construction. Charter communications anticipates this adjustment will take 2 working days.

No other impacts are anticipated at this time. Contact Mr. Steve Cramer at (414) 277-4045 for questions or concerns.

### **D City of Milwaukee**

#### **D.1 City Underground Conduit (CUC)**

City Underground Conduit has existing facilities running east/west through the project. These facilities will remain in place and active throughout construction. Existing CUC manholes that are failing will be replaced by the contractor as shown in the plan set. Additional conduit will be installed to traffic control cabinets and/or pull boxes as shown on the plans. All CUC work including manhole removal and replacement, new conduit package installation and manhole adjustments are incorporated into the contract documents and shown in the paving plans. No other conflicts are anticipated.

Contact Communications Dispatch at (414) 286-3686 with any questions or concerns.

#### **D.2 Communications**

The City of Milwaukee has call boxes at the following locations:

Southwest corner of 60<sup>th</sup> and Oklahoma: City forces will remove prior to construction.  
Northwest corner of 56<sup>th</sup> and Oklahoma: City forces will adjust base to match new walk.  
Northeast corner of 50<sup>th</sup> and Oklahoma: City forces will adjust base to match new walk.

City of Milwaukee Communications anticipates this work will take 2 working days to complete. Contact Communications Dispatch at (414) 286-3686 with any questions or concerns.

### **D.3 Sewers**

New storm sewer inlets, laterals and manholes will be installed as shown in the plans. New storm and sanitary manhole frames and covers will be installed as part of the contract. No conflicts are anticipated.

Contact Mr. Zafar Yousuf of the City of Milwaukee at (414) 286-2467 with any questions or concerns.

### **D.4 Street Lighting**

The City of Milwaukee has street lighting facilities within the limits of the project. Some work locations have traffic signals that are attached to street lighting facilities that will be impacted by the proposed work. This project will have areas in which temporary overhead will be installed. Throughout of this project, street lighting facilities will be protected and adjusted by City of Milwaukee street lighting personnel before and during construction, as needed. City of Milwaukee street lighting personnel will install temporary overhead facilities and relocate or remove existing facilities in the areas determined by street lighting engineering before construction starts. After completion of pavement work, contractor is to install permanent underground street lighting facility and city forces will do the termination at circuit ends per plans.

The engineer and/or contractor shall keep the Street Lighting Construction Supervisors informed of the status of construction. Contact Dennis Miller at (414) 286-5942 office, (414) 708-4251 cell; or George Berdine at (414) 286-5943 office, (414) 708-4245 cell. If neither are available, then contact dispatcher at (414) 286-5944.

Keep the area behind the curb free from over-pour and other debris.

If the contractor requests the relocation of any street lighting facilities, permanent or temporary for their convenience, they will be responsible for all costs incurred by Street Lighting personnel fulfilling the request.

Contact Mr. Denis Kozelek of the City of Milwaukee at (414) 286-3252 with only design/engineering concerns or questions. If you have questions or concerns about field work or work scheduling please contact the Street Lighting Construction Supervisors noted above.

### **D.5 Traffic Signals**

There are two signalized intersections maintained by the City of Milwaukee in conflict with the proposed project requiring the traffic signal facilities to be relocated and/or modified:

- West Oklahoma Avenue and South 60<sup>th</sup> Street
- West Oklahoma Avenue and South 51<sup>st</sup> Street

As a part of project 2400-00-72 being constructed in 2018, underground work consisting of monotube bases, PVC conduit laterals, polymer concrete pull box endpoints, and steel monotube poles with accompanying mast and luminaire arms will be furnished and installed by the contractor. As a part of a corresponding Local Force Account (LFA) project 2400-00-92 being constructed in 2018/2019; all remaining conduit, pull box, cabling and above ground signal work including installing traffic signal standards, heads, control cabinets, and any additional traffic control equipment will be furnished and installed by the City of Milwaukee.

Prior to construction, the City of Milwaukee will build temporary overhead, install temporary traffic signals as needed, and remove/relocate conflicting traffic signal equipment including traffic signal poles/mast arms, traffic signal standards and traffic control cabinets. In addition, all vehicle loop detectors and the count station loop detectors located at approximately Station 19+15 will be abandoned. Upon project completion, the City of Milwaukee will remove all temporary traffic signal facilities in coordination with reconstruction.

Provide a 10-working day advance notice to Mr. Al Nichols of the City of Milwaukee's Traffic Signal Field Operations at (414) 286-5941 office, or (414) 708-5148 mobile, to coordinate the removal and installation of traffic signal materials.

Coordinate all Traffic Signal Operation with Mr. Scott Reinbacher of the City of Milwaukee's Traffic Engineering at (414) 286-3232 as well as any city traffic signal concerns.

#### **D.6. Water Works**

The Milwaukee Water Works has facilities throughout the project limits. Three hydrants will be altered prior to construction by Water Works' staff at Station 20+59, 48 feet right; Station 30+28, 50' right; Station 36+91, 49' right. Water main protection will be installed by the contractor for inlet 3, 4, and 9 as shown in the plans. Adjusting water boxes and manholes will be completed by the contractor as shown in the plans. Contact Mr. Dave Goldapp at (414) 286-6301 with any concerns or questions.

#### **E Milwaukee Metropolitan Sewerage District (MMSD)**

MMSD has one sewer with a depth of 50 feet within the project limits. There is no proposed work on their facility and no anticipated conflicts.

Contact Larry Anderson at (414) 225-2214 with any concerns or questions.

#### **G WE Energies – Electric**

WE Energies - Electric has underground and overhead facilities within the limits of the project as shown on utility plans. Relocations and adjustments of WE Energies facilities will be constructed prior to and during construction.

The existing WE Energies duct package located from the west side of South 51<sup>st</sup> Street to the east side of South 60<sup>th</sup> Street, including manholes will be discontinued prior to construction. The manholes to be discontinued are located at:

- Station 23+45, 24' Left
- Station 26+79, 23' Left
- Station 31+77, 22' Left
- Station 34+96, 22' Left
- Station 36+79, 32' Left
- Station 38+27, 32' Left
- Station 39+94, 32' Left
- Station 41+74, 32' Left

WE Energies will adjust the following manholes in coordination with paving operations:

- Station 20+16, 25' Left
- Station 46+50, 23' Left

WE Energies will adjust the following electric poles in prior to paving operations:

- Station 30+31.5, 48.5' Left will be relocated to Station 30+34, 50' Left
- Station 36+29, 50.5' Left will be relocated to Station 36+26, 50.5' Left
- Station 42+65.5, 49.5' Left will be relocated to Station 42+60, 52' Left

Use caution when installing sewer laterals at Stations 46+50, 70' Left and 46+50, 68' Right. WE Energies has facilities in these areas, but do not anticipate conflicts.

It is imperative that the highway contractor contact We Energies before removing any gas facilities or electrical underground cables, to verify that they have been discontinued and carry no natural gas or electrical current. The contractor must not assume that unmarked facilities have been discontinued. At no time is it acceptable to push, pull, cut or drill an unmarked facility without explicit consent from We Energies. Contractor must call the We Energies 24 hour Dispatch lines to arrange for this verification.

We Energies Electric Dispatch, # 1 (800) 662-4797

We Energies Gas Dispatch, # 1 (800) 261-5325

WE Energies anticipates their work will take a total of 34 working days; 10 working days for pole installation, 20 working days to discontinue manholes, and 4 working days to adjust manholes. Provide a 5 working day notice to Mr. Tom Ross at (414) 540-5784 or Mr. Dan Sande at (414) 221-5617 to coordinate work during construction.

#### **H. WE Energies - Gas**

WE Energies – Gas has facilities within the limits of the project. Gas valves will be adjusted by WE Energies staff during construction in coordination with the paving contractor. Existing WE Gas mains will be discontinued in place in coordination with the



paving contractor. Proposed WE Gas mains will be installed in coordination with the paving contractor.

The existing gas mains will be discontinued in place at the following locations:

-49+87.5; 73LT to 12.5LT to 53+49; 7LT / 52+95; 58LT to 7LT / 52+61; 66RT to 52+96; 66RT to 82RT to 53+16; 84RT / 53+16; 88RT to 68RT / 53+16; 68RT to 53+49; 68RT / 53+49; 56RT to 53+87; 55RT / 53+49; 68RT to 27LT / 53+49; 27LT to 53+58; 27LT to 29LT to 53+76; 29LT

The proposed gas mains will be installed at the following locations:

-49+87; 73LT to 49+74; 73LT to 52LT to 52+93; 50LT to 58LT to 52+95; 58LT / 52+60; 50LT to 65RT to 52+93; 65RT to 150RT / 52+93; 85RT to 53+55; 85RT / 53+55; 150RT to 53+55; 63RT to 53+87; 63RT to 55RT / 53+76; 63RT to 29LT

Gas valve adjustments will be needed at the following locations:

-V13636 at 20+22; 67RT  
-V23785 at 20+51; 35RT  
-V23746 at 20+60; 58LT  
-V23720 at 33+59; 54LT  
-V23773 at 36+96; 52LT  
-V23788 at 46+13; 59RT

For Gas valves adjustments the contractor will be required to provide a 14 working day notice and a 3 day reminder notice for coordination. Contact Paul Hebien at (414) 688-7257 or [paul.hebein@we-energies.com](mailto:paul.hebein@we-energies.com). Valve adjustments to be performed during construction to bring them up to finished grade. WE Energies anticipates this work will take 5 working days.

There are existing gas mains at the following locations that will remain in place:

-19+00; 56RT to 20+00; 56RT / 20+46; 35RT to 68LT to 20+47; 68LT to 150LT / 20+21; 150RT to 35RT to 22+05; 35RT to 58RT to 26+41; 54RT to 80RT to 26+94; 80RT to 56RT to 29+69; 57RT to 78RT to 30+27; 79RT to 56RT to 36+32; 59RT to 73RT to 36+90; 73RT to 59RT to 46+14; 59RT to 87RT to 46+78; 87RT to 150RT / 48+15; 61RT to 52+61; 65RT / 53+87; 55RT to 55+00; 55RT / 26+94; 80RT to 150RT / 29+69; 78RT to 150RT / 33+56; 59RT to 150RT / 33+65; 59RT to 40RT to 33+58; 19RT to 33+56; 46LT to 33+61; 53LT to 150LT / 36+32; 59RT to 150RT / 36+96; 59RT to 55LT / 39+66; 58RT to 150RT / 40+23; 59RT to 150RT / 39+59; 58RT to 56LT to 39+65; 56RT to 150RT / 46+15; 59RT to 46+20; 59RT to 83LT to 46+16; 83LT to 150LT / 46+20; 83LT to 47+05; 83LT to 150LT / 20+48; 68LT to 20+54; 68LT to 60LT to 30+28; 55LT to 150LT / 30+28; 55LT to 32+92; 60LT to 33+08; 54LT to 33+60; 54LT / 36+32; 150LT to 56LT to 39+96; 55LT / 36+91; 55LT to 150LT / 49+88; 73LT to 150LT / 52+95; 58LT to 150LT / 53+76; 29LT to 55+00; 29LT

The contractor will be required to work around the existing We Energies Gas facilities and should exercise caution when excavating near any gas facility.

The contractor will be required to work around the existing 4" PE (2014) gas main crossing the proposed storm sewer pipes at 20+75; 35RT and 21+74; 35RT.

There are existing discontinued gas mains within the project limits. At the following locations the proposed storm sewer will be crossing existing discontinued gas mains; 20+88; 46LT, 20+88; 12RT, 20+85; 43RT, 21+75; 31RT, 27+27; 30RT, 34+54; 30RT, 36+02; 30RT, 36+56; 65RT, 37+25; 30RT, 38+50; 30RT, 39+81; 65RT, 40+92; 30RT, 42+46; 30RT, 42+92; 30RT, 43+78; 30RT, 44+36; 30RT, 45+35; 30RT, 45+91; 30RT, 46+81; 67RT, 46+87; 67LT, and 49+71; 19RT.

The contractor will be required to expose the discontinued gas main and provide a 3 day notice to We Energies Gas Dispatch #1-800-261-5325 that the site will be ready to verify that the gas main is discontinued. Once We Energies has verified that the gas main is discontinued, it will be the contractor's responsibility to cut the gas main to allow for the storm sewer to be installed.

It is imperative that the highway contractor contact We Energies before removing any gas facilities or electrical underground cables, to verify that they have been discontinued and carry no natural gas or electrical current. The contractor must not assume that unmarked facilities have been discontinued. At no time is it acceptable to push, pull, cut or drill an unmarked facility without explicit consent from We Energies. Contractor must call the We Energies 24 hour Dispatch lines to arrange for this verification.

We Energies Electric Dispatch, # 1 (800) 662-4797  
We Energies Gas Dispatch, # 1 (800) 261-5325

Contact Mr. Dan Sande at (414) 221-4578 or Alex Dantine at (920) 621-6903 with any questions or concerns.

## **8. Railroad Insurance and Coordination – Union Pacific Railway Company.**

### **A Description**

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

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

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

Insurance is filed in the name of Union Pacific Railway Company.

Notify evidence of the required coverage, and duration to:

Danielle Allen, Contract Administrator; 1400 Dodge Street, Stop 1690, Omaha, NE 68179; Telephone (402) 544-8020; E-mail: [danielleallen@up.com](mailto:danielleallen@up.com).

Also send a copy to the following:

Paul Derksen, SE Region Railroad Coordinator; 141 N. W. Barstow Street, Waukesha, WI 53188; Telephone (262) 548-8770; E-mail: [paul.derksen@dot.wi.gov](mailto:paul.derksen@dot.wi.gov).

Include the following information on the insurance document:

Project 2120-17-70

Work Performed: Traffic control for work to be completed near Roadway structure over UPRR.

#	Route Name	City/ County	Crossing ID	RR Subdivision	RR Milepost
	W. Forest Home Ave	Milwaukee, Milwaukee County	177 210F	Milwaukee	84.17
	S 27 <sup>th</sup> Street	Milwaukee, Milwaukee County	177 203V	Milwaukee	83.71

## **A.2 Train Operation**

Approximately one through freight train operates weekly at up to 40 mph.

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

### **Construction Contact**

John Venice, Manager Special Projects – Industry & Public Projects Engineering Department; 101 North Wacker Drive – Suite 1920, Chicago, IL 60606; Telephone (312) 777-2043; E-mail [jvenice@up.com](mailto:jvenice@up.com) for consultation on railroad requirements during construction.

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

### **Flagging Contact**

See Construction Contact. If more than 30 days of flagging is required contact UP 30 days prior to needing a flagger on site. Reference the Wisconsin Milepost and Subdivision located in A.1.

### **Cable Locate Contact**

In addition to contacting Diggers Hotline, contact the UP Call Before You Dig line at (800) 336-9193 at least five working days before the locate is needed. Normal business hours are 6:30 AM to 6:30 PM, Central Time, Monday through Friday, except holidays

and are subject to change. Calls will be routed at all times in case of an emergency. Reference the Wisconsin Milepost and Subdivision located in A.1.

UP will only locate railroad owned cable buried 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

#### **A.5 Temporary Grade Crossing**

If a temporary grade crossing is desired, submit a written request to the railroad representative named in A.3 at least 40 days prior to the time needed. Approval is subject to the discretion of the railroad. The department has made no arrangements for a temporary grade crossing.

#### **A.6 Rail Security Awareness and Contractor Orientation**

Prior to entry on railroad right-of-way, the contractor shall arrange for on-line security awareness and contractor orientation training and testing, and be registered through “e-RAILSAFE” for all contractor and subcontractor employees working on railroad right-of-way. See [e-railsafe.com](http://e-railsafe.com) “Information”. The security awareness and contractor orientation training is shown under the railroad’s name.

The department has secured right of entry to railroad property; neither the contractor nor subcontractors or their employees will be required to sign a right of entry form.

The security awareness and contractor orientation certification is valid for 2 year(s) and must be renewed for projects that will carry over beyond the 2 year period. Contractor and subcontractor employees shall wear the identification badge issued by e-RAILSAFE when on railroad right-of-way. Costs associated with training and registration are incidental to other items in the contract.

stp 107-026 (20170615)

## **9. Erosion Control.**

Perform this work according to the requirements of standard spec 107.20 and as hereinafter supplemented.

Take adequate precautions to install and maintain necessary erosion and sediment control during grading and construction operations at curbs and gutters, and at other locations determined by the engineer. Protect storm drain inlets and manholes as determined by the engineer, with a filter fabric meeting accepted design criteria, standards, and specifications. Maintain all erosion control measures until such time that the engineer determines the measures are no longer necessary. Protecting storm drain inlets and manholes will be paid under bid item SPV.0060.011, Inlet Basket Type M and SPV.0060.012, Inlet Screen Type R.

Submit the Erosion Control Implementation Plan (ECIP) a minimum of 14 days prior to the preconstruction meeting for approval by the department and concurrence by the Wisconsin Department of Natural Resources (DNR). Contractor will not be allowed to start until written approval has been received from the department.

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

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

Check for and comply with local ordinances governing the hours of operation of construction equipment. Do not operate motorized construction equipment from 9:00 PM until the following 7:00 AM, unless prior written approval is obtained from the engineer.  
stp-107-001 (20060512)

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

The contractor shall arrange and conduct a meeting between the contractor, the department, affected residents, local officials and business people to discuss the project schedule of operations including vehicular and pedestrian access during construction operations. Hold the first meeting at least one week prior to the start of work under this contract and no further meetings will be required unless directed by the engineer. The contractor shall arrange for a suitable location for the meeting(s) that provides reasonable accommodation for public involvement. The department will prepare and coordinate publication of the meeting notices and mailings for the meeting(s). The contractor shall schedule the meeting(s) with at least 2 weeks' prior notice to the engineer to allow for these notifications.  
stp-108-060 (20141107)

Contact Cecelia Gilbert the City of Milwaukee's Support for Business Liaison contact at (414) 286-3318 for coordination purposes and for support in reaching out to local businesses.

## **12. Notice to Contractor – Milwaukee County Transit System.**

The Milwaukee County Transit System (MCTS) operates several bus routes within and directly adjacent to the construction limits. Invite MCTS to all coordination meetings between the contractor, the department, local officials and business people to discuss the project schedule of operations including vehicular and pedestrian access during construction operations.

Notify MCTS at least ten business days prior to beginning work. If necessary, MCTS will remove their existing bus stop signs and shelters before work begins and re-install or replace bus stop signs and shelters before new pavement opens to vehicular traffic.

The MCTS contacts are:

Melanie Flynn  
Milwaukee County Transit System – Routes  
1942 N. 17th St.  
Milwaukee, WI 53205  
Phone: (414) 343-1764  
[Mflynn@MCTS.org](mailto:Mflynn@MCTS.org)

Andy Tillman  
Milwaukee County Transit System – Bus Stops  
1942 N. 17th St.  
Milwaukee, WI 53205  
Phone: (414) 343-1728  
[Atillman@MCTS.org](mailto:Atillman@MCTS.org)

### **13. Notice to Contractor – Survey.**

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

All survey work necessary to stake out and construct all portions of this project will be measured and paid for under the staking bid items designated in this contract.

### **14. Tree and Planting Area Protection.**

#### Project 2120-17-70

No City of Milwaukee trees are affected. Three water shut off boxes will be relocated prior to construction. No other work or conflicts are anticipated. Contact Mr. James Kringer with any concerns at (414) 708-2428.

#### Project 2400-00-72

21 New trees will be planted by the paving contractor as part of this project. Contact the engineer to coordinate the work.

50 trees are to be removed by the contractor as shown in the plans

Cover exposed tree roots with mulch and water from a period immediately following curb and gutter removal, until the area is backfilled following construction. The mulch and water will be paid as incidental to the cost of curb and gutter removal.

#### **A. Sidewalk Construction**

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

Where sidewalks are to be narrowed, all old sidewalks shall be removed prior to any root cutting. If necessary, the root system will be cut within ¼” of the edge of the proposed walk, and not more than 9” below the finished grade of the new walk.

Sidewalks are to be removed, and roots cut, by use of hand implements only.

### **B. Carriage Walk Construction**

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

### **C. Curb, Gutter, and Road Construction**

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

The root system on the curb side shall not be cut; 1) a 0-inch clearance slip or integral form paver can be used or 2) gap and hand form using ¼-inch steel plate for the following trees:

Station 24+69; N/S	Station 25+52; N/S	Station 29+99; N/S	Station 32+83; N/S
Station 27+45; S/S	Station 32+83; S/S	Station 34+72; S/S	Station 49+49; S/S
Station 52+25; S/S			

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

Exposed tree roots shall be covered with mulch and watered from a period immediately following curb and gutter removal, until the area is backfilled following construction.

### **D. General**

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

No construction equipment, cars trucks, materials shall be parked or stored on any median or tree borders on this project or adjacent roadways.

Root foundations must remain adequate to withstand heavy windstorms.

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

Caution shall be used during the construction process to avoid damage to the roots, trunks, and branches of all street trees. Damage caused to any street tree or irrigation system will be repaired by the City of Milwaukee's Forestry Division.

## 15. Notice to Contractor – Emerald Ash Borer.

### Clearing and Grubbing

This applies to projects in the emerald ash borer (EAB) quarantined zones to include the following Counties:

Brown	Crawford	Fond du Lac	Kenosha
La Crosse	Milwaukee	Ozaukee	Racine
Sheboygan	Vernon	Washington	Waukesha

*Supplement standard spec 151-1.3 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 sugar maple (*Acer saccharum*).

The quarantine of ash trees includes all horticultural cultivars of the species listed above. Note that blue ash twigs are 4-sided. All other Wisconsin ash trees have round stems. Also, Mountain ash (*Sorbus americana* and *S. decora*) is not a true ash and is not susceptible to EAB infestation.

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



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

**ATCP 21.17 Emerald ash borer; import controls and quarantine.  
Importing or Moving Regulated Items from Infested Areas; Prohibition.**

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

(a) Import a regulated item under sub. (2) into this state if that item originates from an emerald ash borer regulated area identified in 7CFR 301.53-3.

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

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

**Regulated Items.**

The following are regulated items for purposes of subparagraph (1):

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

**Regulatory Considerations**

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

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

**Chipped Ash Trees**

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

With the written permission of the engineer, chipped material may be buried on site within the airport property as directed by the engineer according to standard spec 201.3(14).

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

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

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

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

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

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

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

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

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

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

Anyone moving firewood or ash products from the state or these counties is subject to state and federal fines up to \$1,000.00. All fines are the responsibility of the contractor.

Obtain updated quarantine information at the DNR Firewood Information Line at 1-800-303-WOOD.

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

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.

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

### **A Description**

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

This special provision describes excavating, loading, hauling, and disposing of petroleum contaminated soil at a WDNR-licensed landfill facility. The closest WDNR-licensed landfill facilities are:

Waste Management Metro Landfill  
10712 South 124<sup>th</sup> Street  
Franklin, WI 53132  
(414) 529-6180

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

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

#### **A.2 Notice to the Contractor – Contaminated Soil Location(s)**

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

contaminated with petroleum volatile organic compounds (PVOCs) and lead is present at the following locations where excavation is required, as shown on the plans:

West Oklahoma Avenue from Station 20+00 to 20+50, from reference line to project limits LT, from 6' to 8' bgs. Soil contains PVOCs and must be managed. Approximately 2 cubic yards (approximately 3.4 tons at an estimated 1.7 tons per cubic yard) of soil will be excavated from this location.

West Oklahoma Avenue from Station 20+50 to 21+50, from reference line to project limits LT, from 1' bgs to 8' bgs. Soil contains PVOCs and lead and must be managed. Approximately 682 cubic yards (approximately 1160 tons at an estimated 1.7 tons per cubic yard) of soil will be excavated from this location.

Directly load soil excavated by the project at the above location into trucks that will transport the soil to a WDNR-licensed landfill facility for disposal.

If contaminated soils are encountered elsewhere on the project, terminate excavation activities in the area and notify the engineer. If dewatering is required at the above locations, conduct the dewatering according to Section C below.

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

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

### **A.3 Coordination**

Coordinate work under this contract with the environment consultant:

Consultant: Natural Resource Technology, an OBG Company (NRT)  
Address: 234 W. Florida Street, Fifth Floor, Milwaukee, WI 53204  
Contact: Mr. Mark Walter, PE  
Phone: (414) 837-3563  
Fax: (414) 837-3608  
E-mail: [Mark.Walter@obg.com](mailto:Mark.Walter@obg.com)

The role of the environmental consultant will be limited to:

1. Determining the location and limits of contaminated soil to be excavated based on soil analytical results from previous investigations, visual observations, and field screening of soil that is excavated;
2. Identifying contaminated soils to be hauled to the landfill facility;

3. Documenting that activities associated with management of contaminated soil are in conformance with the contaminated soil management methods for this project as specified herein; and
4. Obtaining the necessary approvals for disposal of contaminated soil from the landfill facility.

Provide at least a 14-calendar day notice of the preconstruction conference date to the environmental consultant. At the preconstruction conference, provide a schedule for all excavation activities in the areas of contamination to the environmental consultant. Also notify the environmental consultant at least 3 calendar days prior to commencement of excavation activities in the contaminated areas.

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

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

#### **A.4 Health and Safety Requirements**

*Add the following to standard spec 107.1:*

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

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

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

## **C Construction**

*Add the following to standard spec 205.3:*

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

The environmental consultant will periodically evaluate soil excavated from the contaminated areas to determine if the soil will require offsite bioremediation and/or disposal. The environmental consultant will evaluate excavated soil based on field screening results, visual observations, and soil analytical results from previous environmental investigations. Assist the environmental consultant in collecting soil samples for evaluation using excavation equipment. The sampling frequency shall be a maximum of one sample for every 15 cubic yards excavated.

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

If dewatering is required in areas of known contamination, water generated from dewatering activities will likely contain PVOCs and lead. Such water may, with approval of the Milwaukee Metropolitan Sewerage District (MMSD), be discharged to the sanitary sewer or at the MMSD directly as follows:

Meet all applicable requirements, including the control of suspended solids. Perform all necessary monitoring to document compliance with requirements. Furnish, install, operate, maintain, disassemble, and remove treatment equipment necessary to comply with requirements.

Ensure continuous dewatering and excavation safety at all times. Provide, operate, and maintain adequate pumping equipment and drainage and disposal facilities.

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

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

## **D Measurement**

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

## **E Payment**

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

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

Payment is full compensation for excavating, segregating, loading, hauling, and treatment and/or disposal of contaminated soil; obtaining solid waste collection and transportation service operating licenses; assisting in the collection soil samples for field evaluation; and dewatering of soils prior to transport, if necessary. Management and disposal of contaminated water is considered incidental to other bid items in the contract. The department will not pay directly for management and disposal/treatment of contaminated water.

## **17. QMP Base Aggregate.**

### **A Description**

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

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

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

## A.2 Small Quantities

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

### A.2.1 Quality Control Plan

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

### A.2.2 Contractor Testing

1.

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

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



### A.2.3 Department Testing

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

## B Materials

### B.1 Quality Control Plan

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

### B.2 Personnel

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

<b>Required Certification Level:</b>	<b>Sampling or Testing Roles:</b>
Transportation Materials Sampling Technician (TMS) 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://wisconsindot.gov/Pages/doing-bus/eng-consultants/cnslt-rsrcs/tools/appr-prod/qual-labs.aspx>

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

#### **B.4.1 General**

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

#### **B.4.2 Records**

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

#### **B.4.3 Control Charts**

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

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

## **B.5 Contractor Testing**

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

## **B.6 Test Methods**

### **B.6.1 Gradation**

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

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

#### **B.6.2 Fracture**

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

#### **B.6.3 Liquid Limit and Plasticity**

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

### **B.7 Corrective Action**

#### **B.7.1 General**

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

#### **B.7.2 Placement Corrective Action**

- (1) Do not blend additional material on the roadbed to correct gradation problems.
- (2) Notify the engineer whenever the running average exceeds a warning limit. When two consecutive running averages exceed a warning limit, the engineer and contractor will discuss appropriate corrective action. Perform the engineer's recommended corrective action and increase the testing frequency as follows:

1. For gradation, increase the QC testing frequency to at least one randomly sampled test per 1000 tons placed.
  2. For fracture, increase the QC testing frequency to at least one test per gradation test.
- (3) If corrective action improves the property in question such that the running average after four additional tests is within the warning limits, the contractor may return to the testing frequency specified in B.5.3. If corrective action does not improve the property in question such that the running average after four additional individual tests is still in the warning band, repeat the steps outlined above starting with engineer notification.
  - (4) If the running average exceeds a control limit, material starting from the first running average exceeding the control limit and ending at the first subsequent running average inside the control limit is nonconforming and subject to pay reduction.
  - (5) For individual test results significantly outside the control limits, notify the engineer, stop placing base, and suspend other activities that may affect the area in question. The engineer and contractor will jointly review data, data reduction, and data analysis; evaluate sampling and testing procedures; and perform additional testing as required to determine the extent of potentially unacceptable material. The engineer may direct the contractor to remove and replace that material. Individual test results are significantly outside the control limits if meeting one or more of the following criteria:
    1. A gradation control limit for the No. 200 sieve is exceeded by more than 3.0 percent.
    2. A gradation control limit for any sieve, except the No. 200, is exceeded by more than 5.0 percent.
    3. The fracture control limit is exceeded by more than 10.0 percent.

## **B.8 Department Testing**

### **B.8.1 General**

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

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

#### **B.8.2.1 General**

- (1) The department will have an HTCP technician, or ACT working under a certified technician, perform QV sampling and testing. Department verification testing personnel must meet the same certification level requirements specified in B.2 for contractor testing personnel for each test result being verified. The department will notify the contractor before sampling so the contractor can observe QV sampling.

- (2) The department will conduct QV tests of each base aggregate size, source or classification, and type during placement conforming to the following:
  1. Perform one stockpile test from each source prior to placement.
  2. At least one random test per 30,000 tons, or fraction of 30,000 tons, placed.
- (3) The department will sample randomly, at locations independent of the contractor's QC work, collecting one sample at each QV location. The department will collect QV samples after the material has been bladed, mixed, and shaped but before compacting; except, for 3-inch aggregates or for a lift thickness of 3-inch or less, the department will collect samples at load-out. The department will split each sample, test half for QV, and retain half.
- (4) The department will conduct QV tests in a separate laboratory and with separate equipment from the contractor's QC tests. The department will use the same methods specified for QC testing.
- (5) The department will assess QV results by comparing to the appropriate specification limits. If QV test results conform to the specification, the department will take no further action. If QV test results are nonconforming, add the QV to the QC test results as if it were an additional QC test.

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

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

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

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

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

**C (Vacant)**

**D (Vacant)**

**E Payment**

- (1) Costs for all sampling, testing, and documentation required under this special provision are incidental to this work. If the contractor fails to perform the work required under this special provision, the department may reduce the contractor's pay. The department will administer pay reduction under the non-performance of QMP administrative item.
  - (2) For material represented by a running average exceeding a control limit, the department will reduce pay according to CMM 8-10.5.2 for the affected Base Aggregate bid items listed in subsection A. The department will administer pay reduction under the Nonconforming QMP Base Aggregate Gradation or Nonconforming QMP Base Aggregate Fracture Administrative items. The department will determine the quantity of nonconforming material as specified in B.7.2.
- stp-301-010 (20170615)

**18. Protection of Concrete.**

*Supplement standard spec 415.3.15 as follows:*

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

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

## **19. Temporary Roadway Maintenance.**

Contractor is responsible for any temporary roadway maintenance required in the open lanes of the existing roadway. Respond within 12 hours of any call for maintenance. Cost of work, such as repairing potholes during construction will be paid for under bid item 465.0105, Asphaltic Surface.

## **20. Concrete Aggregates.**

*Modify standard spec 501 as follows:*

### **Size Requirements**

*Add the following to standard spec 501.2.5.5(4):*

Course aggregate for Concrete Grade A must consist entirely of size No. 1 when used in curb, curb and gutter, driveways, sidewalks or steps.

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

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

Include the cost of this work in the contract unit price for other Portland cement concrete items and no additional payment will be made.

## **22. Cover Plates Temporary, Item 611.8120.S.**

### **A Description**

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

### **B Materials**

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

### **C (Vacant)**

### **D Measurement**

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

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
611.8120.S	Cover Plates Temporary	EACH



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

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

stp-611-006 (20151210)

## **23. Dust Control Implementation Plan.**

### **A Description**

Develop, update, and implement 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. This article also specifies contract bid items the contractor shall incorporate into their DCIP.

### **B (Vacant)**

### **C Construction**

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

Minimize dust emissions resulting from land disturbing activities. Do not generate excessive air borne particulate matter (PM) or nuisance dust conditions. The contractor has direct responsibility for controlling dust at all times throughout the duration of the contract, 24 hours per day, 7 days per week, including non-working hours, weekends, and holidays.

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 Dust Control Implementation Plan 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.

The DCIP shall include, but not be limited to, 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. Include the following:
  - Name, firm, address, and working-hours phone number.
  - Non-working-hours phone number.
  - Email address.

2. Individual contact persons and their respective areas of responsibility. Include the following:
  - Name, firm, address, and working-hours phone number.
  - Non-working-hours phone number.
  - Email address.
3. 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 the contractor plans to employ various dust control or prevention strategies.
4. A matrix showing, for each anticipated land disturbing, dust generating activity, the following:
  - Preventive measures that will be employed.
  - The applicable contact person.
  - The contractor's timetable and/or surveillance measures used to determine when remediation is required.
  - The specific dust control and remediation measures that will be employed. List the specific contract bid items that will be used for payment. Also indicate costs that are incidental to the contract.
  - Both maintenance and cleanup schedules and procedures.
  - How excess and waste materials will be disposed of.
5. A description of how off-site impacts will be monitored and dealt with.

### **C.3 Updating the Dust Control Implementation Plan**

Update the DCIP throughout the term of the contract as the engineer directs. Obtain the engineer's approval for all DCIP alterations. Also obtain the engineer's approval for DCIP routine 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**

Correct engineer identified dust control deficiencies within the time the engineer specifies. The engineer will allow from 30 minutes to 24 hours from the time the engineer notifies the contractor in writing of the deficiency. Deficiencies include, but are not limited to, actions or lack of actions resulting in excessive dust, failing to comply with the contractor's dust control implementation plan 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 shall include following contract bid item:

623.0200

Dust Control Surface Treatment

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.

If the contractor fails to correct a dust control deficiency within the specified time, the department will deduct \$5,000 per day from payments due the contractor for each calendar day, or fraction of a day, that the deficiency exists. The department will assess time beginning with contractor notification and ending when the engineer accepts the correction. After expiration of the specified time for correction, the engineer may correct, or have a third party, correct the deficiency. In addition to the \$5,000 per day deduction, the department will deduct costs of this correction from payments due the contractor.

## **24. Landscape Planting Surveillance and Care Cycles.**

The work under this item shall be according to the plans, standard spec 632, and as herein after provided.

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

If the care specialist fails to perform any of the required care cycles as specified in standard spec 632.3.19.1, the department will assess daily damages in the amount of \$500.00 to cover the cost of performing the work with other forces. The department will assess these damages for each day the requirements of the care cycle remain incomplete, except when the engineer extends the required time period.

## **25. Field Office Type B, Item 642.5001.**

*Add the following to standard spec 642.2.1:*

The field office shall be located within one half mile of the West Oklahoma Avenue paving project limits.

## **26. Traffic Control.**

Perform the work under this item according to the requirements of standard spec 643, as shown on the plans or as approved by the engineer, except as herein modified.

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

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

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

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

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

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

## **27. Temporary Pedestrian Surface Asphalt, Item 644.1410.S; Temporary Pedestrian Surface Plywood, Item 644.1420.S; Temporary Pedestrian Surface Plate, Item 644.1430.S.**

### **A Description**

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

### **B Materials**

Furnish 1 1/4-inch dense graded aggregate conforming to standard spec 305.2. Furnish:

- Asphaltic surface conforming to standard spec 465.2.
- Pressure treated 2x4 framing lumber, pressure treated 3/4-inch plywood with skid resistant surface coating, and weather resistant deck screws 3-1/2-inch minimum for framing and 1-5/8-inch minimum for plywood.
- 1/4 inch minimum steel plate or commercially available prefabricated plates with skid resistant surface coating conforming to Americans with Disabilities Act Accessibility Guidelines. If placed in the roadway, must be able to handle a vehicle weight of 88,000 lbs.

### **C Construction**

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

Provide a firm, stable, and slip-resistant surface layer with vertical joints no higher than 1/4 inch and horizontal joints no wider than 1/2 inch. Sheet materials up to 1 inch thick may be lapped if the edge is beveled at 45 degrees or flatter. Asphalt may also be used to ramp up to materials up to 1 inch thick. Construct conforming to the following:

- Asphalt surface a minimum of 2 inches thick compacted with compactors, tampers, or rollers.
- Framed plywood panels 4 feet wide with a skid resistant surface coating.
- Steel or prefabricated plate with a skid resistant surface coating.

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

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

### **D Measurement**

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

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
644.1410.S	Temporary Pedestrian Surface Asphalt	SF
644.1420.S	Temporary Pedestrian Surface Plywood	SF
644.1430.S	Temporary Pedestrian Surface Plate	SF

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

stp-644-010 (20150630)

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

### **A Description**

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

## **B Materials**

Furnish materials as follows:

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

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

## **C Construction**

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

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

## **D Measurement**

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

## **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
644.1601.S	Temporary Curb Ramp	EACH

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

stp-644-020 (20150630)

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

### **A Description**

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

### **B Materials**

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

Furnish select 2x4 dimensional lumber.

Furnish fence fabric meeting the following requirements.

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

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

### **C Construction**

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

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

### **D Measurement**

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

### **E Payment**

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

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

Payment is full compensation for providing, maintaining, and removing the temporary pedestrian safety fence.  
stp-644-025 (20150630)

## **30. Roadway Lighting System.**

### **General Requirements**

Work under items related to the street lighting system shall conform to the National Electrical Code (NEC), 2011 Edition, or the latest edition adopted by the State of Wisconsin, Wisconsin Department of Commerce Chapter SPS 316 (Electrical) State of Wisconsin electrical code, and these special provisions and good electrical practices. The contractor shall not take advantage of lack of details in plans or these specifications where to do so would conflict with the applicable code and standards.

An electrician holding all appropriate licenses (including City of Milwaukee Licenses) shall supervise all work done referring to the street lighting system. All splices shall be made by an electrician. For the purpose of this contract, an electrician is a person who served a four year apprenticeship and passed state exams.

The various items related to electrical construction shall read and be applied as a whole. Where the material, construction methods, or other specifications of one item could reasonably be applied to another item so as to construct a system of highest quality, the contractor shall do so.

If proposed location for a street lighting unit should happen to be in conflict with an underground utility and/or other obstacle, it may be necessary to move the unit 5 feet in either direction. Any change more than 5 feet must be approved by the engineer. The engineer must approve any changes in setback from curb face.

All purpose anti-seize (or equivalent) to be applied on all bolts and screws, especially the street lighting pedestal and hand hole panel on street light pole.

Oxide inhibitor OX-4 (or equivalent) to be applied on all wire connections (aluminum or copper) and wire nuts.

After the city make preliminary acceptance of the street lighting system, it shall be monitored by the City of Milwaukee, Street Lighting Electrical Services during a 30 calendar day operational "burn in". Final acceptance of the lighting system will be based on its meeting standard operational criteria as stated in these specifications. The contractor shall be responsible for all necessary repairs and adjustments to the lighting system to meet standard operational criteria.

Plan changes must be approved by the City of Milwaukee. The primary contacts are Mr. Dennis Miller, (414) 286-5942 office, (414) 708-4251 cell, for field operations; or Mr. Eng-Kie Lee, (414) 286-2174 for engineering.

### **31. Material List.**

All materials furnished under this contract for street lighting installation are subject to approval by Street Lighting division.

The contractor shall furnish a complete list of materials to be furnished and used for street lighting. Such list shall include names and addresses of manufactures, together with catalog numbers, invoice (for warranty purpose), certificates of compliance, specifications, and other product information requests by the engineer. The list shall be submitted within ten calendar days of execution of contract. No material shall be incorporated into the lighting system prior to the written approval of the engineer. Approval does not change the intent of the specifications. The contractor shall not substitute or make changes in material without resubmitting for approval.



**32. Construction Staking Electrical Installations (Project), Item 650.8500.**

The work under this item shall be performed according to the requirements of standard spec 650, and as shown in the plans.

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

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

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

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

*Modify standard spec 654.3 to add the following:*

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

**34. Engineered Soil - Item SPV.0035.601.**

**A Description**

Furnish engineered soil at areas designated on the Planting – Bioswales plans and at the direction of the engineer. The engineered soil shall include all labor, equipment, and materials to supply, mix, and install the engineered soil, which includes sand and compost. The contractor shall provide at least one person who shall be present at all times during the preparation and placement of the engineered soil, which shall be thoroughly familiar with the type and operation of equipment being used. The person shall direct all work performed under this section.

**B.1 Technical Specifications**

The soil mixture shall consist of a mixture of silica sand and compost. The mix shall be designed to approximate the following percentages by volume.

<b>Engineered Soil Component</b>	<b>Percentage Composition (by volume)</b>
Silica Sand	70
Compost	30

Compost for Bioretention Basin -the compost shall meet the requirements of the Wisconsin Department of Natural Resources' (WDNR) technical standard 1004, bioretention for infiltration and WDNR specifications 100, Compost.

**B.2 Verification**

The contractor shall contact Mr. Scott Baran of the City of Milwaukee at (414) 708-8209 at least three working days prior to placement in order to inspect the engineered soil prior to placement.

**C Construction**

All engineered soil shall extend at a slope 2:1 or 3:1 (see plan sheets, slope varies with each bioswale) and shall be underlined by a 4-inch bedding layer.

**D Measurement**

Measurement will be by the cubic yard of engineer soil, acceptably completed.

**E Payment**

Payment will be for measured quantities at the contract unit price under the following bid items:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0035.601	Engineered Soil	CY

Payment is full compensation for furnishing and placing the engineered soil; and for providing documentation to the engineer that the engineered soil meets specifications.

**35. Bedding Layer, Item SPV.0035.602.****A Description**

Furnish and install bedding layer material in conjunction with the placement of the engineered soil.

**B Materials**

The bedding layer shall be 3/8-inch dry pea gravel.

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

The department will measure Bedding Layer by the cubic yard of pea gravel, placed, 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.0035.602	Bedding Layer	CY

Payment is full compensation for furnishing and placing the bedding layer.

### **36. Storage Layer, Item SPV.0035.603.**

#### **A Description**

This special provision describes the furnishing and installation of the storage layer for the bioswales.

#### **B Materials**

Furnish Storage Layer composed of 1-inch clean, washed stone, with 40% void ratio, in the bioswales.

#### **C Construction**

Place 2-feet of Storage Layer at the bottom of the bioswales.

#### **D Measurement**

The department will measure Storage Layer by the cubic yard, 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.0035.603	Storage Layer	CY

Payment is full compensation for providing the Storage Layer.

### **37. Cobblestones, Item SPV.0035.604.**

#### **A Description**

This special provision describes the furnishing and installation of cobblestones.

#### **B Materials**

The cobblestones shall be Wisconsin Granite Field Stone Boulders 4-6 inch round or equal.

#### **C Construction**

A minimum of 4'x4' of cobblestone boulders shall be installed in the bioswales behind each inlet frame and grate. Cobblestones are to be installed partially submerged in the soil. Cobblestones shall also be placed around all overflow structures.

#### **D Measurement**

The department will measure Cobblestones by the square foot, acceptably completed.

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0035.604	Cobblestones	CY

Payment is full compensation for furnishing all work and materials necessary to install cobblestones as shown on the plans.

**38. Temporary Bus Loading Zone, Item SPV.0060.001.**

**A Description**

This special provision describes providing, maintaining, and removing temporary bus loading zone within the construction area.

**B Materials**

Furnish temporary asphaltic surface conforming to standard spec 465.2.

**C Construction**

Place, maintain, and remove temporary bus loading zone as shown on the plans and as directed by the engineer.

Connect the variable thickness asphalt ramp and the 6-inch thick asphalt pad as shown on the plan details. Compact asphalt surface with compactors, tampers, or rollers.

Align ramp to face towards the pedestrian crossing. Provide longitudinal ramp slope of 12Horizontal:1Vertical. Construct 4 feet wide and 6 feet long ramp, but may be longer if the roadway slope requires. Construct the loading zone pad, which connects to the ramp, 8 feet wide and 8 feet long, with a 4-foot opening for bus loading. Provide a backslope for the temporary bus pad with a slope of 1Horizontal:1Vertical.

Repair or reconstruct installations disturbed during construction operations. Remove and dispose of as specified in standard spec 203.3.4 when no longer required.

**D Measurement**

The department will measure Temporary Bus Loading Zone as each individual unit, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.001	Temporary Bus Loading Zone	EACH

Payment is full compensation for providing, maintaining, and removing temporary bus loading zone.

**39. Inlet Type 45A, Item SPV.0060.002; Inlet Cover Type 55, Item SPV.0060.003; Inlet Cover Type 57, Item SPV.0060.004; Manhole Cover Type 58A, Item SPV.0060.005; Inlet Type 70A, Item SPV.0060.014.**

**A Description**

This special provision describes furnishing and installing manhole and inlet covers, and inlet.

Perform work under these items according to the requirements of standard spec 611 and the details as shown on the plans.

**B Materials**

Furnish materials confirming to the requirements of standard spec 611.

**C Construction**

Perform work according to the requirements of standard spec 611.

**D Measurement**

The department will measure Inlet Type 45A, Inlet Cover Type 55, Inlet Cover Type 57, and Manhole Cover Type 58A, and Inlet Type 70A by each individual unit in place, furnished, installed, and acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.002	Inlet Type 45A	EACH
SPV.0060.003	Inlet Cover Type 55	EACH
SPV.0060.004	Inlet Cover Type 57	EACH
SPV.0060.005	Manhole Cover Type 58A	EACH
SPV.0060.014	Inlet Type 70A	EACH

Payment is full compensation for furnishing and installing the manhole and inlet covers and inlet.

**40. Adjusting Water Boxes, Item SPV.0060.006; Water Manhole Frame and Lid, Item SPV.0060.007.****A Description**

This special provision describes adjusting, protecting, and maintaining accessibility, for the duration of the paving project, to all City of Milwaukee water service boxes, water valve boxes and water manhole frames & lids located within the project limits.

**B Materials**

All material for the adjustment of these facilities shall meet City of Milwaukee specifications and will be provided by the City of Milwaukee by contacting Andray DeCordova, Milwaukee Water Works, at (414) 708-3209 (or Dave Goldapp, Milwaukee Water Works at (414) 286-6301).

If there is contractor damage, the materials must still be provided by the City of Milwaukee, however, in this case, the contractor will be charged for all materials. Materials furnished by the City of Milwaukee and not used on the project shall be delivered back to DPW Field Headquarters – Infrastructure, Operations, Water Works at 3850 N. 35<sup>th</sup> St.

### **C Construction**

The contractor, or authorized project representative, shall contact Milwaukee Water Works prior to the start of construction. The city will locate, mark, inspect and repair all water service boxes, water valve boxes and water manhole frames & lids within the limits of the project prior to commencement of work on the project.

All water service boxes, water valve boxes and water manhole frames & lids within the project limits shall be adjusted to proposed elevations by the contractor using materials meeting city specifications.

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

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

### **D Measurement**

The department will measure Adjusting Water Boxes and Adjusting Water Manhole Frame and Lid as each individual unit, acceptably completed.

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.006	Adjusting Water Boxes	EACH
SPV.0060.007	Adjusting Water Manhole Frame and Lid	EACH

Payment is full compensation for all excavation, backfilling, disposal of surplus materials, water box or manhole adjustments, water box or manhole clean-out, and restoration of the work site.

## **41. Water Main Protection, Item SPV.0060.008.**

### **A Description**

This special provision describes protecting existing water mains from newly constructed storm drainage facilities. No structures will be allowed over the existing water main or

hydrant branch with less than 18” of vertical out-to-out clearance. Alternate drainage structures shall be used to provide minimum sewer-water clearances required by Wisconsin DNR.

#### **B Materials**

Contractor shall furnish and install materials as detailed on the construction plans and in the Construction section below.

#### **C Construction**

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

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

#### **D Measurement**

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

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.008	Water Main Protection	EACH

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

### **42. Utility Line Opening (ULO), Item SPV.0060.009.**

#### **A Description**

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

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

#### **C Construction**

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

Perform the utility line openings as soon as possible and at least 10 days in advance of proposed utility construction to allow any conflicts to be resolved with minimal disruption. Give the engineer a minimum of three working days once utility line opening information is received to review all relevant design information prior to proposed utility construction.

Where utilities are within 6 feet of each other at a potential conflict location, only one utility line opening will be called for. In these cases, a single utility line opening will be considered full payment to locate multiple utilities. Utility line openings include a trench up to 10 feet long as measured at the trench bottom, and of any depth required to locate the intended utility.

Approve and coordinate all utility line openings with the engineer. Notify the utility engineers or their agents of this work a minimum of 3 days prior to the work so they may be present when the work is completed.

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

#### **D Measurement**

The department will measure Utility Line Opening 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.0060.009	Utility Line Opening (ULO)	EACH

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

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

### **43. Signature Beds, Item SPV.0060.010.**

#### **A Description**

This special provision describes the requirements for constructing signature beds as shown in the plans

#### **B Materials**

Plant materials and fieldstone boulder walls shall be paid for under their respective items. Annuals will be provided and planted by the City of Milwaukee.

#### **C Construction**

The signature beds shall be graded and shaped as shown in the plans with a shovel cut bed edge.



**D Measurement**

The department will measure Signature Beds as each individual unit, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.010	Signature Beds	EACH

Payment is full compensation for excavating and grading, shovel cutting, and providing and applying required topsoil and mulch; and for disposing of all excess and waste materials.

**44. Inlet Basket Type M, Item SPV.0060.011; Inlet Screen Type R, Item SPV.0060.012.**

**A Description**

This special provision describes furnishing, installing, and maintaining proper inlet screens as directed by the engineer, as shown on the drawings, and as hereinafter provided. Remove inlet screens upon completion of the work or as directed by the engineer.

**B Materials**

Use woven filtration geotextile fabric with the following physical properties:

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

**C Construction****C.1 Installation**

The control of soil erosion requires flexibility to accommodate changing conditions as the construction project progresses. In general, install the erosion control device at locations as described on the plan.

At all inlet locations, install a Type M screen. If the inlet being protected has a side inlet box, seal the inlet box until inlet protection is no longer needed. These screens must be in place prior to the start of any work, including sawing.

On reconstruction projects, install Type M screens at all inlets and storm or combined sewer manholes. Install these screens, or some other device or method acceptable to the engineer, for preventing infiltration of solids into the sewer system, on the day that removal takes place. When it becomes necessary to remove a brick from a drainage structure in order to drain the subgrade filter screen, use approximately the size and shape of one-half of the Type R screen. Pay for the cost of providing this protection, as well as that required for storage piles of earth, gravel, stone, or other debris. Should the frame on the structure be removed or an opening occurs beneath the frame, install additional erosion control in the form of Type R as part of maintaining erosion control.

## **C.2 Maintenance**

Continue cleaning and repair of all types of control devices until the engineer accepts the work. All such cleaning and repair, as well as the eventual removal of the devices, is the responsibility of the contractor.

Completely clean out manholes into which dirt or other debris has fallen before the end of each work day. Should the contractor not perform the cleaning as required, his operation may be shut down until the situation is corrected.

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

Inspect the inlet basket within 24 hours after each rainfall or daily during extended periods of precipitation. Make repairs immediately, as necessary, to prevent particles from reaching the sewerage system and/or causing the surface flooding.

Remove sediment deposits after each storm event or as often as the fabric becomes clogged. Failure to maintain clean, debris free inlet baskets may result in the contractor's operations being shut down.

## **D Measurement**

The department will measure Inlet Basket Type M and Inlet Screen Type R by each unit, acceptably completed.

## **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.011	Inlet Basket Type M	EACH
SPV.0060.012	Inlet Screen Type R	EACH

Payment is full compensation for the number of actual devices supplied, installed and properly maintained.

**45. Internal Sanitary Manhole Seals, Item SPV.0060.013.**

**A Description**

This special provision describes furnishing and installing internal manhole chimney seals.

**B Materials**

Use an internal manhole seal.

**C Construction**

Field-measure the inside diameter of the manhole frame and the manhole chimney, and determine as to whether the inside face of the frame is vertical or tapered in order to obtain the proper size and shape rubber seal.

Install internal rubber chimney seals no sooner than 24 hours following chimney back plastering.

The surfaces against which the sleeve is to be compressed shall be circular, clean, reasonably smooth and free of any loose materials and excessive voids. Repair all flaws in these surfaces with the approved low-shrink mortar or grind the surfaces smooth. Apply a bead of butyl rubber caulk conforming to ASSHTO M-198 Type B to the lower sealing surface of sleeve.

Install the seal according to the manufacturer's instructions. (Refer to the plan data for configuration of chimney seal.)

**D Measurement**

The department will measure Install Sanitary Manhole Seals as each individual unit, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.013	Internal Sanitary Manhole Seals	EACH

Payment is full compensation for furnishing and installing internal rubber chimney seals.

**46. Poles Type 9, Item SPV.0060.201; Poles Type 10, Item SPV.0060.202; Poles Type 12 Special, Item SPV.0060.204; Poles Type 13 Special, Item SPV.0060.205.**

**A Description**

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

## **B Materials**

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

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

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

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

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

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

For Poles Type 9 and Poles Type 10, provide a reinforced hand hole measuring 4 ½ inches by 12 inches (115 mm by 305 mm) as the plans show. Locate the hand hole 18 inches (450 mm) from the bottom of the pole base to the center of the door.

For Poles Type 12 Special, and Poles Type 13 Special, provide a reinforced hand hole measuring 7 1/2 inches by 14 inches (190 mm by 355 mm) as the plans show. Locate the hand hole 18 inches (450 mm) from the bottom of the pole base to the center of the door.

For the hand hole, include an access cover mounted to the pole by two ¼" -20 x ¾" (m6 x 1.00 x 19 mm) hex-head stainless steel bolts.

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

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

Equip the top of the shaft with a removable, ventilated cap held securely in place by at least three ¼" -20 x ¾" (m6 x 1.00 x 19 mm) hex-head stainless steel set screws.

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

Include cover plates for all luminaire attachment locations on the pole which will not have a luminaire attached to it under this project.

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

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

### **C Construction**

Install poles as specified in the plan details and according to standard spec 657.3.2 using appropriate contractor-furnished anchor bolts and hardware conforming to standard spec 657.2.2.6. Use the appropriate anchor bolt template to ensure correct installation. Secure pole to anchor assembly and document tensioning procedures conforming to standard spec 641.3.1.2 and provide completed copies of form DT2321 for each structure to the engineer for inclusion in the permanent record.

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

Secure rodent screening covering the space between the base plate and concrete base.

### **D Measurement**

The department will measure Pole Type 9, Pole Type 10, Pole Type 12 Special, and Pole Type 13 Special as each individual pole, acceptably completed.

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.201	Poles Type 9	EACH
SPV.0060.202	Poles Type 10	EACH
SPV.0060.204	Poles Type 12 Special	EACH
SPV.0060.205	Poles Type 13 Special	EACH

Payment is full compensation for providing poles and for providing grounding lugs, fittings, shims, hardware, and other required components necessary to install the poles.

## **47. Poles Type 10 Overheight, Item SPV.0060.203.**

### **A Description**

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

### **B Materials**

Design support structures conforming to the minimum wall thickness the plan details show and to AASHTO design and fabrication standards for structural supports for highway signs, luminaries, and traffic signals. Use a design life of 50 years. Design to withstand a

three second gust wind speed of 90 mph (145 km/h). Do not use the methods of Appendix C of those AASHTO standards.

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

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

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

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

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

For Poles Type 10 Overheight, provide a reinforced hand hole measuring 4 1/2 inches by 12 inches (115 mm by 305 mm) as the plans show. Locate the hand hole 18 inches (450 mm) from the bottom of the pole base to the center of the door.

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

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

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

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

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

Include cover plates for all luminaire attachment locations on the pole which will not have a luminaire attached to it under this project.

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

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

### **C Construction**

Install poles as specified in the plan details and according to standard spec 657.3.2 using appropriate contractor-furnished anchor bolts and hardware conforming to standard spec 657.2.2.6. Use the appropriate anchor bolt template to ensure correct installation. Secure pole to anchor assembly and document tensioning procedures conforming to standard spec 641.3.1.2 and provide completed copies of form DT2321 for each structure to the engineer for inclusion in the permanent record.

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

Secure rodent screening covering the space between the base plate and concrete base.

The monotube shall have opening (180° apart) at 30' nominal height for future double street light arms and fixtures installation. The monotube shall be oriented so the opening is perpendicular to the curb. The opening shall be plugged to provide waterproof seal while not utilized.

### **D Measurement**

The department will measure Pole Type 10 Overheight as each individual pole, acceptably completed.

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.203	Poles Type 10 Overheight	EACH

Payment is full compensation for providing poles and for providing grounding lugs, fittings, shims, hardware, and other required components necessary to install the poles.

## **48. Concrete Bases Type 10 Special, Item SPV.0060.206.**

### **A Description**

This special provision describes constructing a Concrete Base Type 10 Special with a 36-inch diameter for monotube mast arm structures according to standard spec 654 with modifications as shown on the plans, and as hereinafter provided.

### **B (Vacant)**

### **C Construction**

Construction of this item shall conform with standard spec 654.

Contractor shall contact City of Milwaukee sewer engineering 3 working days prior to excavating any concrete bases. Please contact Mr. Bob Brooks at (414) 286-3241 or Ms. Nancy Alvarado at (414) 286-2013 to confirm lateral clearance with sewer facilities.

### **D Measurement**

The department will measure Concrete Bases Type 10 Special as each individual concrete base, 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.0060.206	Concrete Bases Type 10 Special	EACH

Payment for the base bid items is full compensation for providing concrete bases; for embedded conduit and electrical components; for anchor bolts, nuts, and washers; for bar steel reinforcement, if required; and for excavating, backfilling, and disposing of surplus materials.

## **49. Monotube Arms 25-FT, Item SPV.0060.207; 30-FT, Item SPV.0060.208; Monotube Arms 35-FT, Item SPV.0060.209; Monotube Arms 40-FT, Item SPV.0060.210.**

### **A Description**

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

### **B Materials**

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

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

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

Base the designs on the completed maximum loading configuration the standard detail drawing shows. Along with the materials list, submit a certificate of compliance certifying that the arms as furnished conform to the above structural performance requirements. Ensure that the certificate of compliance is on the manufacturer's letterhead, signed by an



authorized company officer, and notarized. Send a copy of the certificate and a copy of the monotube arm shop drawings to the City of Milwaukee construction engineer.

Furnish monotube arms conforming to the following:

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

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

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

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

Provide incidental Cable Traffic Signal 9-14 AWG as required under section C.

### **C Construction**

Install monotube arms as specified in the plan details and using appropriate contractor-furnished hardware conforming to standard spec 657.3.3.2. The contractor shall provide 10 working days' notice to the engineer to coordinate housing installation by City of Milwaukee forces within 5 days after the monotube arms being installed.

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

The contractor shall provide 9-14 AWG traffic signal cable spooled 5 feet outside the arm from each drilled hole in the arm, including the hole for EVP if applicable, to the base of the pole below the hand hole. A separate nylon pull rope shall also be provided for the EVP hole to the base of the pole below the hand hole where applicable.

**D Measurement**

The department will measure Monotube Arms (length) as each individual arm, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.207	Monotube Arms 25-FT	EACH
SPV.0060.208	Monotube Arms 30-FT	EACH
SPV.0060.209	Monotube Arms 35-FT	EACH
SPV.0060.210	Monotube Arms 40-FT	EACH

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

**50. Polymer Concrete Vault 13-Inch x 24-Inch x 24-Inch, Item SPV.0060.301; Polymer Concrete Vault 17-Inch x 30-Inch x 24-Inch, Item SPV.0060.302.**

**A Description**

This special provision describes furnishing and installing Polymer Concrete Pull Boxes at the locations shown on the plans according to standard spec 653.

**B Materials**

Furnish fiberglass/polymer concrete pull boxes of rectangular composite enclosure with Tier 15 Rating (22,500 lbs), and nominal 13" wide x 24" long and 24" total depth, flared wall style FRP #B12132424A as by Hubbell Power Systems, Inc., Highline CHA132424, or approved equal. Cover shall be Tier 15 Rating, bolted cover with logo "Street Lighting" #C12132402A41. The pull boxes shall be listed and labeled by (UL) or other Nationally Recognized Testing Laboratory.

**C Construction**

Conform to standard spec. 673.3 and City of Milwaukee standards. Contact Mr. Eng-Kie Lee at (414) 286-2174 for a copy of the city standards. The pull boxes shall be installed on 12-inches of crushed stone, set flush with grade and backfilled. Vault shall be at minimum 4 feet away from any proposed or existing street light pole. Provisions for inserting conduit into any side or the bottom of the vault shall be included.

**D Measurement**

The department will measure Polymer Concrete Pull Boxes as each individual pull box, acceptably completed.

## **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.301	Polymer Concrete Vault 13"x24"x24"	EACH
SPV.0060.302	Polymer Concrete Vault 17"x30"x24"	EACH

Payment is full compensation for furnishing and installing all materials, including pull box, crushed aggregate, for excavation, backfill, for disposing of surplus material.

## **51. Poles Type-3, Item SPV.0060.303.**

### **A Description**

The work under this item is for furnishing and installation of the following material as shown in plans and according to the following:

### **B Materials**

General: The concrete poles to be furnished are shown on the print of drawing that form a part of this specification and are attached hereto. The dimensions given are not intended to be exact or precision measurements. Slight variations in dimensions and design that are immaterial to strength and appearance will be permitted, but all such variations shall be approved by the Street Lighting Division.

#### Manufacturer

StressCrete  
Traditional Concrete  
or approved equal

#### Catalog Number

E-370-BPD-G-S35-AG  
City of Milwaukee A-31, drawing E-54-56

DESCRIPTION: The pole shall be concrete, one-piece with dimensions, taper and cross section as shown in the drawings. The butt section shall be square in shape or as indicated in the drawings. The pole shall be manufactured as a prestressed and reinforced centrifugally spun pole as set forth in A.S.T.M. C1089-88 unless otherwise directed.

#### MATERIALS:

Concrete Aggregates: Concrete aggregates shall meet all the requirements of A.S.T.M. C33. All aggregate employed in the manufacture of the concrete poles shall be white crystalline stone. The texture and color of the aggregates shall be approved by Street Lighting Division.

The aggregates shall be of adequate strength in resisting crushing stresses and impervious to moisture; of such character as not to deteriorate or change as a result of continued exposure for years to the weather; and of such character that it crushes into masses approximately cubical in form, not in flakes. Aggregates shall all pass a three-eighths inch sieve, with a minimum size passing a #100 sieve.

Cement: The cement shall be fresh and free from lumps and shall conform to specifications of the American Society of Testing Materials, serial designation C-150, Type I or Type III.

Water: The water employed shall be free from acids, alkalis, oil, or organic matter.

Materials Proportion: The materials combined to produce the concrete shall be proportioned by weight.

Steel: The surface of all steel shall be free from dirt, oil, or grease. The steel used as either reinforcing or prestressing shall be adequately sized to meet the strength requirements of the finished poles, as herein specified. Longitudinal reinforcement, prestressing and spiral wrap shall comply with the latest version of the applicable ASTM standards. All prestressed wire shall be stressed to not less than 60% or more than 70% of its tensile strength.

Test of Materials: Any and all of the above materials shall be subject to test at any time before use, as may be directed, and samples for this purpose shall be furnished by the contractor upon request.

POLE STRENGTH: All poles furnished shall withstand a 90 mph wind load plus 3S gust factor and a 400 lbs working load.

The pole design shall allow for a maximum load of not less than twice the working load.

The elastic limit at which any pole will actually fail to withstand any additional stress without permanent injury shall not be less than two and one-half times the working load.

LOADING AND STABILITY All the square poles furnished under this specification shall support two bracket mounted 36 inch, 40 pound arms each with an one hundred pound fixture of an EPA of 5. All pole designs shall meet the latest revision of the AASHTO specifications for these poles as defined in their STANDARD SPECIFICATIONS FOR STRUCTURAL SUPPORTS FOR HIGHWAY SIGNS, LUMINAIRES AND TRAFFIC SIGNALS handbook.

The manufacturer shall submit engineering calculations for lighting poles to show that maximum stress and deflections do not exceed specified performance requirements under full design loading, as well as other certified reports and data which indicate that the poles meet all load requirements, within 30 days of the bid award. Engineering calculations shall be prepared and sealed by an engineer licensed in the State of Wisconsin.

The entire horizontal and vertical “wind sail” area of the pole assembly subject to wind load including arm and luminaire shall be designed to withstand the AASHTO standard specifications, from above, for wind load requirements for a 90 MPH wind load with gust factor computed per section 3.8.5. and height and exposure factors from table

CABLE RACEWAY: Each concrete pole shall have a hollow raceway at least one and one-half inches in diameter and continuous in a straight line, without appreciable offset, throughout its entire length.

The raceway shall be free from sharp projections or edges that might injure the insulated wire or cable sheath.

Dimensions and locations for lateral opening in the raceway are shown on the drawings.

All poles shall be furnished with hand hole. The hand hole shall be located on the face 90 degrees from the lateral opening in the butt of pole and shall have the minimum dimensions of 3-1/2" x 10-1/2". The cover shall be heat-treated cast aluminum, or other material as approved by the city, fastened to non-ferrous insert in the pole. The cover shall be secured to the pole using 1/4"-20 NC by 3/4" long 18-8 stainless button head Torx T27H tamper proof screws.

Two lateral openings into the raceway, of dimensions and locations as shown on the drawings, shall be provided in the butt of the pole.

CONCRETE:

Strength: The concrete strength shall meet the following requirements when tested according to A.S.T.M. C39.

Release of Prestressing Steel: Concrete cylinders made according to A.S.T.M. C31 shall attain a minimum strength of 3,500 p.s.i. at the time that prestressing is released.

Twenty-Eight Days: Concrete cylinders made according to A.S.T.M. C31 shall attain a minimum strength of 8,000 p.s.i. at twenty-eight days.

Admixture: All poles shall be manufactured with quality HSF (high silica fume) cement to reduce porosity in the concrete and increase compressive strength.

The city may sample and test the concrete at any time. Concrete samples made according to A.S.T.M. C31 shall be furnished by the contractor upon request of the city.

Process and Surface Finish: The finished concrete used in the manufacture of poles shall be a very dense product, free from undesirable air pockets or voids.

- a. The concrete shall be compacted by the centrifugal process so that the surface is dense, with the coarse and fine aggregate evenly distributed. If requested to do so by the City of Milwaukee Purchasing Division - DOA, a sample shall be produced that is representative of the pole cross-section and at least three inches in length. The sample shall be submitted to the city for approval with respect to color, texture and finish. The concrete mix from which the sample was made shall be noted and

submitted with the sample. A representative sample of all aggregates used also shall be submitted.

- b. The mixture of aggregates shall be essentially uniform over the entire exterior surface of concrete poles furnished.
- c. Size of the duct shall be controlled so that the prestressed and/or reinforcing rods are not embedded in "slurry" (i.e., water-cement-sand mix that collects in the pole core during the spinning process).
- d. Following the casting operation, the pole shall be cured with low-pressure steam for as long as needed to reach the necessary strength to allow handling and release of prestressing wires. Poles shall remain in storage for as long as needed for the concrete to reach the required compressive strength. Poles shall meet the design strength before shipment is allowed.
- e. To assure that poles are not prematurely exposed to freeze-thaw action and deicer, adequate curing of the concrete for development of sufficient strength to resist scaling and for reduction of water content of the concrete shall be the responsibility of the manufacturer.
- f. The finished surface must be polished so that the color and surface smoothness are uniform over the entire surface. The face surface shall be sealed with a siloxane penetrating sealer and a high molecular weight acrylic copolymer or other sealing compounds that will yield equivalent degree of protection from water, salt, and/or other chemical infiltration and does not discolor or fade.
- g. The entire lot of concrete poles to be furnished under this specification shall be uniformly consistent in color and finish.
- h. Treatment with diluted acid to obtain the desired finish is not permitted.
- i. The finished surface of all poles shall be free from visible pits, fins, grooves, patches, or other surface markings not specifically enumerated herein.
- j. The top of the pole shall be flat and perpendicular to the longitudinal axis of the pole so that the pole cap will have a positive seat.
- k. Chloride accelerators shall not be used in the manufacturing process.

**REINFORCEMENT:** The reinforcing cage, spiral reinforcement and prestressing steel shall be placed in position and maintained in place during the centrifugal manufacturing process. The longitudinal reinforcement, pre-stressing and spiral reinforcement shall continue throughout the entire length of the pole.

COVER: All steel shall be covered at all points by at least 1/2 inch of concrete, except where it may be necessary in the process of manufacture to have the rods and/or wire extend beyond the ends of the poles. In such case, the rods and/or wires shall be cut off afterward, even with the face of the molded product, unless otherwise noted on the drawings included herein.

Where the above minimum coverage cannot be maintained next to cable entrance, wire outlet, etc., the reinforcing shall be protected with a suitable sleeve.

Drawings of the reinforcing cage, spiral reinforcement and prestress steel that the manufacturer proposes to use in the manufacture of concrete poles, showing the size, shape and arrangement of reinforcing pre-stressing spiral reinforcement, ties, method of holding cage in place, etc. shall be submitted to the engineer.

WATERPROOFING: The top and bottom of the poles shall be properly coated with bitumastic waterproofing material.

Waterproofing material shall be of such quality and consistency that it will not crack or chip when subjected to extremely cold weather, and that it will not flow when subjected to extremely hot weather.

#### ACCESSORIES:

Pole cap: Each pole, when the design calls for a pole cap, shall have a removable aluminum pole cap, firmly and securely fastened in proper position by the contractor.

Miscellaneous: All pipes, bolts, nut wire, washers, pole caps, casting, fittings, and appurtenances of any sort are to be furnished by the contractor and made of approved rust-proof metal of such design, composition, and dimensions as may be approved by the city before the contractor begins manufacture.

MARKING: Every pole shall bear an impressed marking, or other type of marking acceptable to the city, of the type of pole, contractor's insignia, and casting date (month and year). Type of pole and contractor's insignia shall have letters at least 1 inch tall. The casting date shall have digits not less than 1/2 inch tall. All markings shall be located in line with the cable entrance in the butt of the pole and shall be placed 15 inches to 20 inches above the ground line.

COLOR PIGMENTS: Poles with a colored finish shall be furnished where specified. The coloring is to be done by mixing a pigment into the concrete before casting. The color of the pole shall be uniform throughout the body of the pole, shall not fade and shall be maintenance free. The type of coloring pigment shall be indicated with the bid and a sample which represents the finished colored pole shall be furnished for approval of the Street Lighting Dept. at 841 N. Broadway, Room 920, Milwaukee WI 53202.

### INSPECTION:

General inspection for acceptance of the concrete poles shall be made upon delivery at job-site in Milwaukee. Decision as to the compliance with the specification and the quality of the poles shall be made by the engineer.

Tests and inspections for compliance of any of the specified characteristics of the poles also may be made upon the finished product after delivery, at any time before installation.

### REJECTION:

Poles failing to meet the requirements of this specification will be rejected by the engineer, and the contractor shall immediately remove the same, and furnish at their own expense, poles in conformity with this specification. The contractor shall pay all freight charges for all material furnished under this contract and all unloading and handling charges for any material that may be rejected by the engineer, including freight charges for return or disposal of such rejected material.

The cost of testing poles that are subsequently rejected for non-compliance with the specification shall be charged to the contractor.

### PEA GRAVEL

The pea gravel must consist of particles from natural gravel deposits and shall be composed of clean, hard, tough, durable pebbles free from adherent coatings, soft, flat, or elongated particles, and organic or other deteriorative matter. The following limits apply to deteriorative substances in the pea gravel.

Chert	not over 4% by weight
Coal	not over ½% by weight
Clay lump and friable particles	not over ½% by weight
Soft fragments	not over 1% by weight
Any combination of the above	not over 4% by weight
Flat, elongated or laminated pcs. (Flat and elongated particles are those having a length more than five (5) times the average thickness)	Not over 10% by weight

Grading requirements of the pea gravel are as follows:

Passing 3/8 inch sieve	95% to 100%
Passing No.4 sieve	25% to 50%
Passing No.8 sieve	0% to 5%
Each unit will require approximately 0.25 cubic yard of pea gravel.	



## **C Construction**

The direct bury pole is to be set as illustrated in the plans. The excavated holes are to be 14 or 16 inches in diameter and to a depth of 6 feet 6 inches depending on manufacturers' pole butt length. The holes can be bored, hydrovaced, or hand dug but all shall be cylindrical. If any part of the hole is within 3 feet of a buried utility, the holes must be hand dug or hydrovaced. No other method of setting poles is acceptable. The poles should be parallel and perpendicular to the horizon once set.

In some cases, the poles are to be installed in areas of concrete walk. Prior to concrete removal, the concrete should be saw cut to allow adequate room for pole and cable installation. Saw cutting for removal should be square or rectangular in shape. The contractor shall be responsible for disposing all debris from excavation and removed from site.

There is to be a minimum 6 inch bed of tamped pea gravel for the pole to set on. Then pea gravel is to be backfill around the pole and be tamped every 12 inches and filled to within 3 inches of finished grade.

In areas where concrete walk was removed, felt paper is to be installed around the base of pole and 3 inches of concrete installed. Concrete shall be the standard 5 bag mix, and the finished surface should match adjacent grades.

Grass areas that were disturbed during construction shall be filled with 3 inches of topsoil and sod to match the adjacent finished grade. Addresses are to be stenciled to the pole as shown on the plan.

Pole is to be wired as shown on the plans. A riser cables in pole shall be 50 feet in length and cut from copper 2#12 UF with ground cable. One wire shall be black, the other shall be white, and the ground can be either bare or green. All splicing is to be done inside the hand hole. The ground wires shall be spliced inside the hand hole and grounded to the housing of each fixture. The cable shall conform to NEC Article 340. The riser cable shall be continuous without splices. The electrical system in use utilizes a full system ground. The neutral is not to be grounded at any point.

## **D Measurement**

The department will measure Poles Type 3 as each individual unit, acceptably completed.

## **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.303	Poles Type-3	EACH

Payment is full compensation for the pole, riser cable or cables, pea gravel, and all connections.

**52. Luminaire Utility LED 1, Item SPV.0060.304; Luminaire Utility LED 3, Item SPV.0060.305.**

**A Description**

Furnish and install street lighting fixture according to current City of Milwaukee Electrical methods as shown in Typical Installation section and National Electrical Code standards. All work shall be according to standard spec 651.

**B Materials**

American Electric ATBS-G-MVOLT-R2-3K-IL-NL-NR,  
Philips RoadStar GPLS-32L530WW-G2-R2M-UNV-DMG-GY3,  
Or approved equal.

TECHNICAL SPECIFICATIONS: All features below shall be incorporated into the equipment and all items shall be furnished and installed into a complete unit ready for operation.

TYPE: The LED luminaires purchased under this contract will be of American Electric ATBM series, Philips RoadStar GPLS series, or approved equal with the above order number. The luminaires shall be designed so it can efficiently produce uniform illumination according to I.E.S. Type II light distribution according to the lighting plan.

HOUSINGS: The housing and door shall be rugged, high quality, cast aluminum for maximum strength, durability and lasting beauty. All castings shall be free from pits, blowholes, or other irregularities. All edges are to be free from burrs.

Housing: The housing shall have an integral leveling pad or other suitable means for quick, easy and proper positioning of the luminaire.

Door: The door shall be hinged and easily opened for routine maintenance. All component parts shall be easily accessible with the lower housing opened. Tool-less entry is required.

Leveling: A Bubble level is to be located inside the electrical compartment for easy leveling at installation.

Hinges: Hinges shall be so constructed and designed to accurately position the door and assure a positive locking with the housing. The hinges shall be provided with a safety catch to prevent the accidental disengagement of the door during servicing.

Finish: The entire housing shall be polyester powder-coated for durability and corrosion resistance. Rigorous five-stage pre-treating and painting process shall yield a finish that achieves a scribe creepage rating of 8 (per ASTM D1654) after over 5000 hours exposure to salt fog chamber (operated per ASTM B117).

Color: The luminaire shall be grey in color unless otherwise specified.

Label: There shall be a NEMA label '1LED2' clearly visible at 30 feet height attached to the door of the luminaire.

In addition, the luminaire complete model number and manufacturing date shall be indicated inside the housing.

**LED/OPTICAL ASSEMBLY:** The LED assembly is to be chip on board. The LED module is to be enclosed and sealed with a borosilicate Prismatic Glass optical assembly. The combination shall be NEMA IP66 rated for dust and water resistant. The L<sub>70</sub>, per IES TM-21, must be greater or equal to 100,000 hours of operational time at 25 degrees Centigrade.

The color temperature is to be 3,000K CCT.

**POWER SUPPLY:** The Electronic driver must have an expected life of 100,000 hours at a 25°C ambient.

It is to be rated at 240 volts, 60Hz. A driver with multiple input voltages can be supplied as long as it can operate at 240 volts.

**SURGE PROTECTION:** A surge protector which provides a minimum of 10kV/5kA protection as per IEEE/ANSI C62.41 Category C is to be included. There shall be a visual indicator showing the surge protector is operational.

**TERMINAL BLOCK:** A heavy duty terminal block shall be provided which will accept wire sizes up to #6 A.W.G. The terminal block shall be compatible with either aluminum or copper wire.

**MOUNTING:** Mast arm mount is adjustable for arms from 1-1/4" to 2" (1-5/8" to 2-3/8" O.D.) diameter. Provide a 2 bolt clamping mechanism with 3G vibration rating per ANSI C136.

**HARDWARE:** All nuts, bolts, latches, etc. furnished with the luminaire shall be fabricated from stainless steel or non-ferrous materials.

**PHOTOCONTROL:** There is to be neither a photocell supplied nor a photocell socket in the housing.

**WARRANTY:** The manufacturer shall warrant that goods sold hereunder will be merchantable quality, will conform to applicable specifications, drawings designs, samples or descriptions, will be free from defects in material and workmanship and will be fit for the particular purpose intended by City of Milwaukee.

i. This warranty shall remain in effect for five years from date of acceptance.

ii. Under this provision, the contractor and/or manufacturer agrees to repair or replace within a reasonable time, any part, feature or product found to be defective during the warranty period at no cost to the city.

**C Construction**

Install lighting fixture on the 8 foot mounting bracket on the pole according to current City of Milwaukee standards. Contact Eng-Kie Lee at (414) 286-2174 for a copy of the city standards. Provisions for inserting 2#12UF cable between the fixture and cable connecting point at the transformer base shall be included per City of Milwaukee standards.

**D Measurement**

The department will measure Luminaire Utility LED (x) as each individual unit, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.304	Luminaire Utility LED 1	EACH
SPV.0060.305	Luminaire Utility LED 3	EACH

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

**53. Luminaire Utility Rectangular LED3, Item SPV.0060.306.**

**A Description**

Furnish and install street lighting fixture according to current City of Milwaukee Electrical methods as shown in Typical Installation section and National Electrical Code standards. All work shall be according to standard spec 651.

**B Materials**

Philips RVM-160W96LED3K-G2-LE3-UNV-DMG-API-BL-PH9-BK,  
GE EANB-0-F3-7-30-1-C-BLCK-LR  
Or approved equal.

TECHNICAL SPECIFICATIONS: All features below shall be incorporated into the equipment and all items shall be furnished and installed into a complete unit ready for operation.

TYPE: The LED luminaires purchased under this contract will be of Philips RVM series or GE EANB series or approved equal with the above order number. The luminaires shall be designed so it can efficiently produce uniform illumination according to I.E.S. Type III light distribution according to the lighting plan.

**HOUSINGS:** The housing and door shall be rugged, high quality, cast aluminum for maximum strength, durability and lasting beauty. All castings shall be free from pits, blowholes, or other irregularities. All edges are to be free from burrs.

**Housing:** The housing shall have an integral leveling pad or other suitable means for quick, easy and proper positioning of the luminaire.

**Door:** The door shall be hinged and easily opened for routine maintenance. All component parts shall be easily accessible with the lower housing opened. Tool-less entry is required.

**Leveling:** A Bubble level is to be located inside the electrical compartment for easy leveling at installation.

**Hinges:** Hinges shall be so constructed and designed to accurately position the door and assure a positive locking with the housing. The hinges shall be provided with a safety catch to prevent the accidental disengagement of the door during servicing.

**Finish:** The entire housing shall be polyester powder-coated for durability and corrosion resistance. Rigorous five-stage pre-treating and painting process shall yield a finish that achieves a scribe creepage rating of 8 (per ASTM D1654) after over 5000 hours exposure to salt fog chamber (operated per ASTM B117).

**Color:** The luminaire shall be black in color unless otherwise specified.

**Label:** There shall be a NEMA label '3LED3' clearly visible at 30 feet height attached to the door of the luminaire.

In addition, the luminaire complete model number and manufacturing date shall be indicated inside the housing.

**LED/OPTICAL ASSEMBLY:** The LED assembly is to be chip on board. The LED module is to be enclosed and sealed with a tempered glass lens. The combination shall be NEMA IP66 rated for dust and water resistant. The  $L_{70}$ , per IES TM-21, must be greater or equal to 60,000 hours of operational time at 25 degrees Centigrade.

The color temperature is to be 3,000K CCT.

**POWER SUPPLY:** The Electronic driver must have an expected life of 60,000 hours at a 25°C ambient. It is to be rated at 240 volts, 60Hz. A driver with multiple input voltages can be supplied as long as it can operate at 240 volts.

**SURGE PROTECTION:** A surge protector which provides a minimum of 10kV/5kA protection as per IEEE/ANSI C62.41 Category C is to be included. There shall be a visual indicator showing the surge protector is operational.

**TERMINAL BLOCK:** A heavy duty terminal block shall be provided which will accept wire sizes up to #6 A.W.G. The terminal block shall be compatible with either aluminum or copper wire.

**MOUNTING:** Mast arm mount is adjustable for arms from 1-1/4" to 2" (1-5/8" to 2-3/8" O.D.) diameter. Provide a 4 bolt clamping mechanism with 3G vibration rating per ANSI C136.

**HARDWARE:** All nuts, bolts, latches, etc. furnished with the luminaire shall be fabricated from stainless steel or non-ferrous materials.

**PHOTOCONTROL:** There is to be neither a photocell supplied nor a photocell socket in the housing.

**WARRANTY:** The manufacturer shall warrant that goods sold hereunder will be merchantable quality, will conform to applicable specifications, drawings designs, samples or descriptions, will be free from defects in material and workmanship and will be fit for the particular purpose intended by City of Milwaukee.

- i. This warranty will remain in effect for five years from date of acceptance.
- ii. Under this provision, the contractor and/or manufacturer agrees to repair or replace within a reasonable time, any part, feature or product found to be defective during the warranty period at no cost to the city.

### **C Construction**

Install lighting fixture on the mounting bracket on the pole according to current City of Milwaukee standards. Contact Eng-Kie Lee at (414) 286-2174 for a copy of the city standards. Provisions for inserting 2#12UF cable between the fixture and cable connecting point at the transformer base shall be included per City of Milwaukee standards.

### **D Measurement**

The department will measure Luminaire Utility Rectangular LED 3 as each individual unit, acceptably completed.

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.306	Luminaire Utility Rectangular LED 3	EACH

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

## **54. Water Tight Junction Box Splicing, Item SPV.0060.307.**

### **A Description**

This section describes materials, general requirements, personnel qualifications, construction methods, and testing requirements used to perform electrical work required. All work shall be according to standard spec 651.

### **B Materials**

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

Furnish materials conforming to the WSEC, consisting of chapter comm. 16 of the WEC combined with the NEC.

#### **B.2.**

All materials furnished under this contract for street lighting installation are subject to approval by the City of Milwaukee street lighting engineer. A prototype with the cable installed and spliced shall be submitted to the engineer for approval prior to field installation.

#### **B.3.**

The contractor shall furnish a complete list of materials to be furnished and used for street lighting. Such list shall include names and addresses of manufactures, together with catalog numbers, certificates of compliance, specifications, and other product information requests by the engineer. The list shall be submitted within ten calendar days of execution of contract. No material shall be incorporated into the lighting system prior to the written approval of the engineer. Approval does not change the intent of the specifications. The contractor shall not substitute or make changes in material without resubmitting for approval

### **C Construction**

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

Work under items related to the street lighting system shall conform to the National Electrical Code (NEC), 2011 Edition, or the latest edition adopted by the State of Wisconsin, Wisconsin Department of Commerce Chapter Comm 16 (Electrical) State of Wisconsin electrical code, City of Milwaukee code, and these special provisions and good electrical practices. The contractor shall not take advantage of lack of details in plans or these specifications where to do so would conflict with the applicable code and standards.

#### **C.2. Personnel Qualifications**

An electrician holding all appropriate licenses (including City of Milwaukee Licenses) shall supervise all work done referring to the street lighting system. All splices shall be made by an electrician. For the purposes of this contract, an electrician is a person who served a four year apprenticeship and passed state exams.

### **C.3. Splices**

The contractor shall perform splicing in a water proof junction box with materials listed on Street Lighting Standard Details 139. Cable runs shall be continuous between pole locations, and no splicing of cable outside the water tight junction box will be allowed. The water tight junction box shall reside in the vault and above the cable coils called for in Street Lighting Standard Details 139. The 3#12UF cable with the liquid tight conduit coming out from the splice box shall be brought to the pole hand hole where it will be spliced with the riser cable to the light fixture. Oxide inhibitor (OX4) or equivalent shall be applied on all connection points.

All cable direction shall be tagged in the junction box and vault.

Hand hole splices should be completed using a multi-tap connector. The connector should be rated for 600 volts, conductor range #1/0 through #14 AL-CU, have a insulating cover rated at 105 degrees Celsius, and meet or exceed ANSI 119.4 Class A specifications for reliability.

### **C.4. In Service Distribution Systems**

The contractor shall not make splices to any underground connections or to any existing distribution system. As indicated on plans, underground splices and connections to existing underground circuitry will be completed by city electricians.

### **C.5. Testing**

After the city makes preliminary acceptance of the street lighting system, it shall be monitored by the City of Milwaukee, Street Lighting Electrical Services during a 60 calendar day operational "burn in". Final acceptance of the lighting system will be based on its meeting standard operational criteria as stated in these specifications. The contractor shall be responsible for all necessary repairs and adjustments to the lighting system to meet standard operational criteria.

## **D Measurement**

The department will measure Water Tight Junction Box Splicing as each individual unit, acceptably completed.

## **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.307	Water Tight Junction Box Splicing	EACH

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



**55. Luminaire Arms Single Member 6-FT, Item SPV.0060.308.**

**A Description**

This special provision describes installing city-furnished luminaire arms 6 feet.

**B Materials**

Fabricated by the City of Milwaukee per City Spec. and drawing C-87-76.

Bracket arm is 2" schedule 80 Aluminum pipe curved to City Spec's.

Mounting plate is either cast aluminum 1/2" AA#713 or extruded 6063-T6 bar stock.

Manufacturer: City of Milwaukee Street Lighting Shop

Provided by City of Milwaukee.

Contact person is Michael Guerrero at (414) 286-5947.

**C Construction**

The luminaire arm shall be attached to the concrete pole with two 1/2" x 13 NC x 1" long stainless steel bolts. For monotube, the arm shall be installed with a monotube adaptor which is available from City of Milwaukee Street Lighting Shop.

**D Measurement**

The department will measure Luminaire Arm Single Member 6-FT as each individual unit, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.308	Luminaire Arm Single Member 6-FT	EACH

Payment is full compensation for the bracket arm installation with all needed connections, coordination, and transportation.

**56. Poles Type 14, SPV.0060.309.**

**A Description**

This special provision describes furnishing and installing aluminum light poles.

**B Materials**

Conform to materials requirements in the plan details. Additionally, conform to applicable requirements of standard spec 657.0322.

**C Construction**

Conform to standard spec 657.0322.

**D Measurement**

The department will measure Poles Type 14 as each individual unit, acceptably completed.

## **E Payment**

The department will pay for measured quantities at the contract unit price according to standard spec 657.5 under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.309	Poles Type 14	EACH

Payment is full compensation as described in standard spec 657.5.

## **57. Removing TES Manholes, Item SPV.0060.401.**

### **A Description**

The work under this item describes removing various speed manholes for the City of Milwaukee Underground Conduit Department at locations shown in the plans, according to standard spec 204. Removal means removal of the existing structure and any necessary conduit alterations required.

### **B (Vacant)**

### **C Construction**

#### **1. General Requirement**

Complete all operations necessary to remove the existing structure and that might endanger the new construction before constructing new work.

Manholes designated for removal and subsequent reconstruction will ordinarily contain working cables which must be maintained during the course of this phase of work. Protective measures against damage must be observed when handling and working around these cables.

#### **2. Frame and Cover Removal**

Remove the frame and cover on all manholes designated for removal. If the castings are to be salvaged as directed in the plans, exercise caution with frames embedded in concrete so unnecessary damage to the frame does not occur during the process of breaking concrete. Remove all mortar and concrete from the frame. Store salvaged castings at location approved of by the engineer.

#### **3. Protection of Cables**

Extreme care must be exercised in the handling of working cables in manholes or exposed conduit package areas while removal work is going on. Cables may carry high voltage that may be life threatening.

No cable removed from its racks and spanning the manhole opening is to be permitted to sag appreciably from its own weight across such opening. Provide temporary supports for all cables.

When cables need to be moved, particularly lead sheathed cables, move cables slowly and bend gradually. Avoid sharp kinks that may damage inner core of cables and the sheath.

Cables must be left as stationary as is practicable after the cables have been temporarily located. Exercise care if further shifting is required while construction work progresses and if needed, re-support.

Guard against damage to the exposed cables by falling objects such as tools, equipment and debris. Avoid stepping on cables. Do not use cables to support any objects during the course of the construction work.

Promptly notify Mr. Brian Pawlak at (414) 286-5970 work / (414) 708-2118 cell, of any visible cable defects discovered at the time the cable is exposed. Report any signs of abrasion, sheath rupture, kinking in the cable or evidence of sheath cracks.

The contractor will be held liable for all damage due to carelessness and to neglect and is responsible for protecting and safeguarding cables. All damage will be repaired at the contractor's expense

#### 4. Removing Existing Structure

After removal of the castings and protecting and supporting the cables, carefully remove the manhole roof, walls, floor and all hardware. No portion of the existing structure is to remain. The increase in the size of the excavation will be determined by the size of the manhole to be reconstructed as indicated in the detail plans. Remove all waste material accumulated by the removal of the existing structure from the work site. No part of this waste material can be used as backfill material.

#### 5. Conduit Alterations

Break back by hand sections of cement encased conduit to facilitate excavation for the new proposed structure. Hand chip concrete away for the existing pipes. Carefully remove pipes from around the cables. Hand chip enough concrete away from the pipes to allow for the coupling of split ducts on to the ends of the pipes. Protect exposed pipe ends and existing cables from damage.

#### **D Measurement**

The department will measure Removing TES Manholes by each unit, acceptably completed.

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.401	Removing TES Manholes	EACH

Payment is full compensation for breaking down and removing structure; conduit alterations; for providing cable protection; and for hauling and disposing of materials.

**58. 5-Foot Diameter “Doghouse” Manhole Type TES, Item SPV.0060.402;  
4-Foot Diameter Doghouse Manhole Type TES, Item SPV.0060.403.**

**A Description**

The work under this item consists of 5’-0” and 4’-0” round “doghouse” manholes for the City of Milwaukee Underground Conduit Section at locations shown in the plans, according to standard spec 301, 611 and 501, and as hereinafter provided. This work includes providing and placing PVC pipe and associated fittings, cement encasement, and other appurtenances to extend existing conduit as required to provide a complete and fully functional communications manhole unit.

**B Materials**

1. Manhole. Concrete and steel reinforcement shall conform to ASTM specification: C478 (latest edition), except that the two cage circumferential reinforcement in all vertical walls shall consist of lines of #6 steel wire spaced 3” horizontally, lines of #10 steel wire spaced 8” vertically both located in the wall, and #6 rebar hoop centered in the wall 3” above the window knock-outs.

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

Up to four 7/8” diameter galvanized steel 1-11/16” pulling-in eyes shall be cast in the wall of the base section. Pulling-in eyes to be located across from all proposed duct entrances.

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

A continuous circumferential Butyl Rubber gasket shall be supplied, to be laid on the wall joint of the base and riser section when manhole is being assembled at job site.

The number of pulling-in eyes and/or cable rack bolt inserts ordered may vary.

Size, location, shape, and number of duct entrances may vary. Unit price of manhole shall not vary for number of openings, pulling-in eyes or cable rack inserts.

Field verify window depth and locations prior to ordering manhole.

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

2. Conduit. The contractor shall furnish DB-60 polyvinyl chloride (PVC) conduit. Conduit will be accepted on the basis of a Manufacturer’s Certificate of Compliance and WISDOT field inspection upon delivery to a project.

Manufacturers of PVC Conduit DB-60 shall request evaluation and approval of their products by filing with the department's Research Supervisor, Bureau of Highway Construction, a certificate setting forth the name or brand of pipe to be furnished, the specified type, category, grade and PVC plastic cell classifications. The certificate shall have attached a certified test report from an approved independent testing laboratory showing specific results of tests performed on each diameter conduit to be furnished conforming to all requirements of these specifications. The conduit tested shall be randomly selected for test by the independent testing laboratory as being representative of that manufacturer's conduit. The manufacturer of the conduit shall also submit with the certification, a guarantee that all conduit furnished be of the same quality and composition and conform to the specification requirements as tested by the independent laboratory, as long as the manufacturer continues to furnish materials for WISDOT projects.

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

### 3. Concrete.

The type of concrete to be used to encase the ducts will be:

Class of Concrete	Type of Cement	Min. Cement Content Sacks Per cubic yard	Sizes of Coarse Aggregate
G-1	Standard	6.0	Sharp

4. Slurry Backfill. Aggregate slurry backfill consists of No. 1 concrete aggregate Class 'C' concrete mix with the cement deleted.

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

The material shall be mixed with water to inundate the aggregate sufficiently to provide an approximate 3 inch slump. The mix shall be deposited in the trench directly from a concrete transit mix truck.

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

## **C Construction**

1. Manhole. Manhole Type TES "Doghouse" shall be installed according to standard spec 611.3. The manhole is to be installed within the excavation limits of the manhole that had been removed. The bottom section of the manhole shall be installed while avoiding damage to the live active cables. The excavation may need to be widened to slide the bottom under the existing cables. After the bottom section of the manhole has been set,

the existing cables need to be placed with the window openings, splice cases and/or coils placed back into the manhole.

Extreme care must be exercised in the handling of working cables within the excavation. When cables need to be moved, particularly lead sheathed cables, move cables slowly and gradually. Avoid sharp kinks that may damage the inner core of the cables and the sheath.

The contractor shall complete the “doghouse” manhole installation without any damage or service disruption to the existing cables.

2. Placing Duct. All ducts shall be inspected before placing to see that the bores are clean and free from mud, sand, etc. Only ducts with a smooth bore, free from burrs, rough projections etc. shall be used. Where burrs or other rough areas likely to damage cable are found in the duct, they shall be smoothed off by rasping or scraping.

All existing ducts shall be extended into the new manhole structure unless otherwise noted on the plan. Split PVC duct should be used on ducts containing cables. The split duct shall be installed per manufactures recommendations using tape and reinforced with plastic straps to produce a rigid, stable unit.

All ducts shall terminate on the inside wall of the manhole. A standard end bell fitting shall be installed on all duct access points into the manhole.

Where trace wires are present, reconnect and extend trace with #10 copper wire extended two feet past the inside wall of the manhole.

3. Concreting. After conduit has been laid and the trench and duct have been inspected, concreting is to begin. The minimum concrete encasement of the ducts shall be 3 inches on the top, 2 inches on the sides, and 3 inches on the bottom (as shown on the detail). After placing, the concrete shall be puddled with a splicing bar or similar tool so that complete duct encasement is accomplished. Wood braces used to keep the conduit from floating shall be removed before the concrete sets completely and the resultant encasement voids filled with concrete.

Concrete encasement shall be allowed sufficient time to set before backfilling is commenced.

4. Slurry Backfill. The backfilling of the conduit shall commence immediately after the duct has been inspected, approved and has had sufficient time to set to withstand the load.

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

#### **D Measurement**

The department will measure 5' Diameter "Doghouse" Manhole Type TES and 4' Diameter Doghouse Manhole Type TES by each individual manhole, acceptably completed.

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.402	5' Diameter "Doghouse" Manhole Type TES	EACH
SPV.0060.403	4' Diameter Doghouse Manhole Type TES	EACH

Payment is full compensation for furnishing and installing all materials, including precast structure, bricks, conduit, conduit bodies, conduit fittings, trace wire, coarse aggregate, bedding, encasement, and backfilling including any concrete, stone, aggregate slurry, bracing, concrete forms, concrete placement, appurtenances, and backfilling.

### **59. Adjusting TES Manhole Covers, Item SPV.0060.404.**

#### **A Description**

This special provision describes adjusting the existing chimney of the block, precast, or brick round manholes; furnishing, installing and removing protection of the cables in the manhole during adjustment operations. Perform work according to the standard specifications, the provisions of standard spec 611.3.7, as shown on the plans, and as hereinafter specified.

#### **B Materials**

Furnish and install materials that conform to the requirements of standard spec 519. Salvage and reinstall existing covers on the manholes. The city will supply covers designated for replacement. Contractor shall contact Mr. Ricardo Lopez, inventory clerk at (414) 286-6123 prior to obtaining the frames and lids from the Department of Public Works Field Headquarters at 3850 North 35<sup>th</sup> Street. Contractor must have the "Castings Requisitions Form" which shall be supplied by the city at the preconstruction meeting to obtain the covers.

#### **C Construction**

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

Before removing the pavement around the manhole, the contractor shall place a ¾-inch plywood cover or equal over existing active street lighting, traffic control, communication or private vendor electrical cables. This cover shall be properly supported to/at the manhole floor.

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

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

Adjust manhole cover to proposed grade using bricks or concrete rings as necessary. Remove wedges/shims. Fill voids with grout. Do not back plaster inside walls.

After completion of paving, remove all construction debris from manhole. Remove the temporary 3/4-inch plywood cover or equal which is over the existing electrical cables in the manhole as mentioned above.

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

#### **D Measurement**

The department will measure Adjusting TES Manhole Covers by each unit, acceptably completed.

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.404	Adjusting TES Manhole Covers	EACH

Payment is full compensation for furnishing all required materials, exclusive of frames, grates, or lids available and designated for adjusting; for removing, reinstalling and adjusting the covers. Covers to be adjusted and which are rendered unfit for use by the contractor through the contractor's operations will be replaced by the contractor in kind at the contractor's own cost and expense.

### **60. 8-Inch PVC Standpipe with Dome Grate, Item SPV.0060.601.**

#### **A Description**

This special provision describes the furnishing and installation of 8" Dia Overflow standpipe with dome grate.

#### **B Materials**

Furnish and install 8-inch dia. standpipes with dome grate in the bioswales. The standpipes shall be Schedule 35 PVC, and conform to the requirements of ASTM D3034. The dome grates, which slide on the stand pipe, shall be beehive type.

#### **C Construction**

Construct 8-inch dia overflow standpipe with dome grate as shown on the plans. Install cobblestones around the standpipe as shown on the plans.



**D Measurement**

The department will measure 8-Inch PVC Standpipe with Dome Grate as each individual unit, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.601	8-Inch PVC Standpipe with Dome Grate	EACH

Payment is full compensation for furnishing all work and materials necessary to construct the standpipes as shown on the plans, including all tees, wyes, fittings, caps and ends, and shall be included in the unit price bid

**61. Informational Sign Post, Item SPV.0060.602.****A Description**

The contractor shall furnish and install informational sign posts as designed and at locations determined by the engineer.

The informational sign post shall consist of: One decorative round post, a decorative finial, a V-Loc anchoring system, and a pair of sign mounting brackets.

The contractor shall contact the engineer to determine the exact location of the posts to be installed as part of the project.

Signs will be installed by others.

**B Materials**

Furnish 10' smooth black post with 2-3/8" outer diameter, black decorative finial that fits a 2-3/8" dia. Post, a set of two black sign mounting Z-brackets that fits a 2-3/8" dia. post and a V-loc post anchor for loose soil that fits a 2-3/8" dia. post.

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

The department will measure the Informational Sign Posts bid items by each individual unit, acceptably completed.

**E Payment**

Payment shall be for measured quantities at the contract unit price under the following bid items:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.602	Informational Sign	EACH

Payment is full compensation for furnishing and placing the informational sign posts; and for providing documentation to the engineer that the informational sign posts meets specifications.

**62. 6-Inch Cleanouts, Item SPV.0060.603.**

**A Description**

All cleanouts shall be Schedule 40 PVC. All work and materials necessary to construct the cleanouts as shown on the plans including all tees, wyes, fittings, caps and ends shall be included in the unit price bid. The cleanouts shall conform to the requirements of ASTM d1784.

**B Materials**

Furnish material that is according to the pertinent requirements of standard spec 612.

**C Construction**

Construction shall conform to the requirements of standard spec 612.

**D Measurement**

The department will measure the 6-Inch Cleanout bid items by each individual unit, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.603	6-Inch Cleanout	EACH

Payment is full compensation for furnishing all work and materials necessary to construct the cleanouts as shown on the plans including all tees, wyes, fittings, caps and ends shall be included in the unit price bid.

**63. Perennial Black Eyed Susan 1 Gal CG, Item SPV.0060.604; Perennial Blue Wonder Catmint 1 Gal CG, Item SPV.0060.605; Perennial Dwarf Daylillies Happy Returns 1 Gal CG, Item SPV.0060.606; Rugosa Roses 3 Gal CG, Item SPV.0060.607; Perennial Russian Sage 1 Gal CG, Item SPV.0060.608; Perennial Blue Fortune 1 Gal CG, Item SPV.0060.609; Perennial Shasta Daisy 1 Gal CG, Item SPV.0060.610; Perennial Purple Coneflower 1 Gal CG, Item SPV.0060.611; Diablo Ninebark 3 Gal CG, SPV.0060.612; Sea Green Juniper 3 Gal CG, Item SPV.0060.613; Joe Pye Weed 1 Gal CG, Item SPV.0060.614; Red Twig Dogwood 3 Gal CG, Item SPV.0060.615; Karl Forester Grass 1 Gal CG, Item SPV.0060.616; Little Bunny Grass 1 Gal CG, Item SPV.0060.617; Tigers Eye Sumac 3 Gal CG, Item SPV.0060.618.**

**A Description**

This special provision describes furnishing and planting plants of the species, varieties, and sizes specified; and includes furnishing all necessary materials, excavating plant holes, salvaging topsoil, transplanting, backfilling, mulching, watering, heeling in, disposal of surplus and waste materials, and necessary care and required replacements pending acceptance, at the locations shown on the plans according to standard spec 632, and as hereinafter provided.

**B Materials**

Furnish material that is according to the pertinent requirements of standard spec 632.

**C Construction**

Construction shall conform to the requirements of standard spec 632.3.

**D Measurement**

The department will measure Perennial (type) as each individual unit, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.604	Perennial Black Eyed Susan 1 Gal CG	EACH
SPV.0060.605	Perennial Blue Wonder Catmint 1 Gal CG	EACH
SPV.0060.606	Perennial Dwarf Daylilies 1 Gal CG	EACH
SPV.0060.607	Rugosa Roses 3 Gal CG	EACH
SPV.0060.608	Perennial Russian Sage 1 Gal CG	EACH
SPV.0060.609	Perennial Blue Fortune 1 Gal CG	EACH
SPV.0060.610	Perennial Shasta Daisy 1 Gal CG	EACH
SPV.0060.611	Purple Coneflower 1 Gal CG	EACH
SPV.0060.612	Diablo Ninebark 3 Gal CG	EACH
SPV.0060.613	Sea Green Juniper 3 Gal CG	EACH
SPV.0060.614	Joe Pye Weed 1 Gal CG	EACH
SPV.0060.615	Red Twig Dogwood 3 Gal CG	EACH
SPV.0060.616	Karl Forester Grass 1 Gal CG	EACH
SPV.0060.617	Little Bunny Grass 1 Gal CG	EACH
SPV.0060.618	Tigers Eye Sumac 3 Gal CG	EACH

Payment is full compensation for providing, transporting, handling, storing, placing, and replacing plant materials; for excavating all plant holes, salvaging topsoil, mixing and backfilling; for providing and applying required mulch; and for disposing of all excess and waste materials.

**64. Inlet frame and Grate – Item SPV.0060.619.**

**A Description**

This special provision describes the furnishing and installing of a storm inlet with grate as shown in the bioswale plans. The work shall include but is not limited to installation of required granular base course, concrete base, and drainage frame and grate. Concrete and granular base course for the Storm Curb Inlet with Grate shall meet the requirements of the Concrete Curb and Gutter per the City of Milwaukee Street Construction Specifications.

**B Materials**

The inlet frame shall supplied from Neenah Foundry or Deeter Foundry or equal and lettered “City of Milwaukee”. Refer to bioswale plans for specific dimensions.

**C Construction**

The inlet frame and grate shall be installed as shown on the plan.

**D Measurement**

The department will measure Inlet Frame and Grate 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.0060.619	Inlet Frame and Grate	EACH

Payment is full compensation for furnishing and installing all materials.

**65. Construction Staking Concrete Sidewalk, Item SPV.0090.001.**

**A Description**

This special provision describes furnishing and setting construction stakes or control points, including all calculations required, necessary to establish the horizontal and vertical position of the concrete sidewalk as shown on the plans.

**B (Vacant)**

**C Construction**

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

Obtain approval from the engineer prior to beginning the work for methods of survey and prior to beginning the work. The degree of accuracy used in the survey work shall be consistent with third order, class II. Establish additional benchmarks and control points as necessary or as directed by the engineer. Check plan dimensions, alignment, and

elevations for accuracy with existing field conditions. Immediately call to the engineer's attention any errors and apparent discrepancies for correction or interpretation prior to proceeding with the work.

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

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

#### **D Measurement**

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

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.001	Construction Staking Concrete Sidewalk	LF

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

### **66. Storm Sewer Pipe Corrugated PVC, 12-Inch, Item SPV.0090.002.**

#### **A Description**

This special provision describes furnishing and installing storm sewer according to standard spec 607 and 608, as shown on the plans, and as hereinafter provided.

**B Materials**

*Supplement standard spec 607.2 and 608.2 as follows:*

Furnish corrugated polyvinyl chloride (PVC) pipe. Storm sewer will be accepted on the basis of a Manufacturer's Certificate of Compliance and WisDOT field inspection upon delivery to a project.

Manufacturers of corrugated PVC pipe shall request evaluation and approval of their projects by filing with the department's Bureau of Technical Services, a certificate setting forth the name or brand of pipe to be furnished, the specified type, category, grade and PVC plastic cell classification. The certificate shall have attached a certified test report from an approved independent testing laboratory showing specific results of tests performed on each diameter pipe to be furnished conforming to all requirements of these specifications. The pipes tested shall be randomly selected for test by the independent testing laboratory as being representative of that manufacturer's pipe. The manufacturer of the pipe shall also submit with the certification, a guarantee that all pipe furnished be of the same quality and composition and conform to the specifications requirements as tested by the independent laboratory, as long as the manufacturer continues to furnish materials for WisDOT projects.

Corrugated PVC pipe and fittings shall conform to the requirements of standard specification for PVC Corrugated Sewer Pipe with a smooth interior and fittings, ASTM Designation: F949. Joint connections shall include gaskets as recommended by the manufacturer.

**C Construction**

*Supplement standard spec 607.3 for corrugated PVC pipe with the following:*

Trench width shall be according to standard practice for underground installation of flexible thermoplastic sewer pipe, ASTM Designation D 2321. Minimum trench width shall be not less than a greater of either the pipe outside diameter plus 16 inches or the pipe outside diameter times 1.25 plus 12 inches.

Seal joints for sewer pipe to be soil tight according to AASHTO Standard Specifications for Highway Bridges, section 26.4.2(e).

Protect all storm sewer pipes until final acceptance of the work; replace all pipes that are damaged either through the construction operations or due to contractor failure to properly protect the same, in kind at contractor expense.

Backfill all trenches and excavations immediately after the sewers have been constructed therein. Use backfilling material that is according to the requirements for granular backfill, standard spec 209, except that all such materials placed around the pipe and to 6 inches above the pipe shall pass a 25 mm sieve.

#### **D Measurement**

The department will measure Storm Sewer Pipe Corrugated PVC, 12-Inch, in length by the linear foot according to standard spec 607.4.1.

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.002	Storm Sewer Pipe Corrugated PVC 12 Inch	LF

Payment is according to standard spec 607.5.1. The payment includes the incidental costs of connecting to existing manhole structures.

**67. Marking Line Epoxy, 6-inch, Item SPV.0090.003; Marking Stop Line Epoxy 24-inch, Item SPV.0090.004; Marking Crosswalk Epoxy 12-Inch, Item SPV.0090.005.**

Construct the pavement marking items according to standard spec 646 and according to the plan details.

**68. Cable Type 3#8/1#8 LTP, Item SPV.0090.301; Cable Type 3#4/1#8 LTP, Item SPV.0090.302; Cable Type 3#2/1#8 LTP, STP.0090.303.**

#### **A Description**

Furnish and install service cable according to current City of Milwaukee Electrical methods as shown in Typical Installation section and National Electrical Code standards. All work shall be according to standard spec 651.

#### **B Materials**

##### **B.1.1**

Unless otherwise specified, the cable to be furnished shall comply with the manufacture and test requirements of the Insulated Cable Engineers Association (ICEA) Specification No. S-61-402, NEMA WC5, latest revision.

##### **B.1.2 Conductors**

The conductors shall be of soft annealed copper wire according to ASTM-B-3. Conductors No. 6 A.W.G. or larger shall be stranded. Conductors smaller than No. 6 A.W.G. shall be solid unless otherwise specified.

##### **B.2 Insulation**

###### **B.2.1 600V**

The insulation for cable rated 600V shall be thermo plastic according to applicable Paragraphs 3.7, 3.8 or 3.9 of ICEA Pub. No. S-61-402, latest revision, and shall be a nominal 60 mils. thickness. Insulation shall meet the ANSI/ASTM D2220-74 (latest revision) accelerated water absorption requirements and -30°C (-22°F) cold bend test.

**B.2.2.Nominal Thickness**

The nominal insulation thickness around each individual conductor shall be not less than 90% of the thickness specified in the schedule.

**B.2.3. Color Code**

The insulation compound which covers each conductor making up a cable shall be color coded in conformance with the N.E.M.A. Color Code Standard, unless otherwise specified; however, printed color designations as in I.3.2 or I.3.3. will not be acceptable under this specification (see schedule)

**B.3. Jackets****B.3.1.**

The jacket for all cables shall be moisture-resisting thermoplastic complying with the requirements for Paragraph 4.3.1. of ICEA Pub. No. S-61-402. The jacket shall have a gravimetric method maximum 30 mg./sq. in. water absorption.

**B.3.2**

The minimum average jacket thickness shall be not less than 80% of the thickness specified in the schedule.

**B.3.3**

The moisture-resisting thermo-plastic jacket shall provide a tough, durable covering of uniform thickness according to Paragraph 4.3. There shall be no fusing of insulation and jacket, so that the jacket may be easily separated from the core or insulation of individual conductors of multiple conductor cables.

**B.4. Round Cable****B.4.1**

All cables with conductor size #4 or larger, shall have non-hydroscopic fillers to provide a substantially round construction.

**B.4.2 Inspection and Tests**

Each length of the individual insulated conductor and completed cable shall comply with all requirements of I.C.E.A. Standards S-61-402. Sampling and Test Methods shall be according to Part 6. A certified report of the tests made on the cable to show compliance with this specification may be required prior to shipment. If requested, a sample of the cable covered by the report shall also be submitted.



	3#2/1#8		3#4/1#8	
<b>Size of Conductor</b>	#2	#8	#4	#8
<b>Number of Conductors</b>	3	1	3	1
<b>Number of Wires in Conductor</b>	7 or 19	1	7 or 19	1
<b>Type of Insulation</b>	3 PolyV Chlor PolyE	None	3 PolyV Chlor PolyE	None
<b>Insulation Thickness</b>	60 mils	None	60 mils	None
<b>Insulation Voltage Rating</b>	600 volt	None	600 volt	None
<b>Insulation Color Code</b>	1-white 1-black 1-red	None	1-white 1-black 1-red	None
<b>Non-Hydroscopic Fill</b>	Required		Required	
<b>Moisture Resisting Sheath</b>				
<b>Jacket Thickness</b>	60 mils		60 mils	

	3#6/1#8		3#8/1#8		2#8/1#8	
<b>Size of Conductor</b>	#6	#8	#8	#8	#8	#8
<b>Number of Conductors</b>	3	1	3	1	2	1
<b>Number of Wires in Conductor</b>	7	1	1	1	1	1
<b>Type of Insulation</b>	3 PolyV Chlor PolyE	None	3 PolyV Chlor PolyE	None	3 PolyV Chlor PolyE	None
<b>Insulation Thickness</b>	60 mils	None	60 mils	None	60 mils	None
<b>Insulation Voltage Rating</b>	600 volt	None	600 volt	None	600 volt	None
<b>Insulation Color Code</b>	1-white 1-black 1-red	None	1-white 1-black 1-red	None	1-white 1-black	None
<b>Non-hydroscopic Fill</b>	None		None		None	
<b>Moisture Resisting Sheath</b>						
<b>Jacket Thickness</b>	60 mils		60 mils		60 mils	

All conductors shall be uncoated annealed soft copper.

**C Construction**

The cable shall be installed in P.V.C. conduit when indicated on plans. Any turf damage during installation of cable shall be restored (grass, asphalt or concrete) by the contractor. All splices in luminaires and transformer bases, must be completed by the contractor unless otherwise designated on plans.

**D Measurement**

The department will measure Cable Type (x) LTP by the linear foot unit of measure, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.301	Cable Type 3#8/1#8 LTP	LF
SPV.0090.302	Cable Type 3#4/1#8 LTP	LF
SPV.0090.303	Cable Type 3#2/1#8 LTP	LF

Payment is full compensation for furnishing labor, equipment, coordination and all materials and incidentals necessary to complete the work, and for removal of construction debris and site restoration.

**69. Electrical Cable Type UF 3#12 AWG With Ground, Item SPV.0090.304.**

**A Description**

Furnish and install type UF cable according to current City of Milwaukee Electrical methods as shown in Typical Installation section and National Electrical Code standards.

**B Materials**

Furnish type UF cable with ground including the number and size of conductors as the plans show. Use cable conforming to ANSI/UL 493.

**C Construction**

Do not leave wire or cable ends uncovered or submerged in water. If the engineer/inspector observes this condition, the engineer may reject the entire length of cable or wire. Make all electrical connections and splices with approved pressure or compression type fittings.

Cover tape with a liberal coating of an electrical varnish or sealant providing flexible protection from oil, moisture, and corrosion. Obtain the engineer's approval of this electrical coating before using. Extend wire for termination 18 inches beyond the pole. Provide 60 inches of cable wire to be pulled into cabinets and left for terminations.

For all cables entering each pull box, provide an extra loop, approximately 6 feet in length, to remain in each pull box. This loop of cable is in addition to the amount needed to reach from the entrance conduit raceway end to the opening in the exiting conduit raceway.

Install conductors in continuous lengths without splices from termination to termination. The contractor may splice only at hand-holes in the bases of poles. At locations where no transformer bases exist, splice at the hand-holes in poles.

Under the Cable Type UF bid items, furnish and install the underground cable network for highway lighting at traffic signal installations.

If installing lighting in conjunction with traffic signals, use type UF, 2 conductor with ground, solid or stranded copper conductor cable, sized as the plans show from the traffic signal control cabinet to the pertinent light pole base or bases. Strip the minimum length of jacket necessary to make terminations in a neat and technically proficient manner.

#### **D Measurement**

The department will measure Electrical Cable Type UF 3#12AWG with Ground by the linear foot unit of measure, acceptably completed.

#### **E Payment**

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

ITEM NUMBE	DESCRIPTION	UNIT
SPV.0090.304	Electrical Cable Type UF 3#12AWG with Ground	LF

Payment is full compensation for providing cable; for making all connections; for providing all connectors, including wire nuts, splices, tape, insulating varnish, or sealant; and for testing the circuits.

### **70. 1-Duct Conduit, Cement Encased DB-60, Item SPV.0090.401.**

#### **A Description**

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

#### **B Materials**

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

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

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

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

3/8 Inch Crushed Stone Chips	
Sieve Sizes	% Passing by Weight
1/2"	100
3/8"	90-100
No. 8	0-15
No. 30	0-3

Crushed Stone Screenings	
Sieve Sizes	% Passing by Weight
1/2"	100
No. 4	75-100
No. 100	10-25

4. Concrete. The type of concrete mix to be used to encase the ducts will be:

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

Mix the materials to provide an approximate 3 inch slump

5. Slurry Backfill. Aggregate slurry backfill consists of No. 1 concrete aggregate Class 'C' concrete mix with the cement deleted.

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

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

6. Pull Rope. Pull rope specifications will be:

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

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

### **C Construction Method**

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

No. of Ducts Wide	Minimum	Maximum
1	8 1/2"	11"
2	14 1/8"	16 5/8"
3	19 3/4"	22 1/4"
4	25 3/8"	27 7/8"
5	31"	33 1/2"
6	36 5/8"	39 1/8"
7	42 1/4"	44 3/4"
8	47 7/8"	50 3/8"

These minimum and maximum trench widths apply to standard 4 inch PVC electrical duct only. When required, the excavation may be widened for the handling and placing of materials.

Sheath and brace open-cut trenches as required by code and as necessary to maintain safety. The cost of furnishing, placing and removing of sheathing and bracing shall be included in the unit bid for the work.

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

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

Lay the conduit at a depth so that sufficient protection from damage is provided. Allowable covers shall be as follows:

The standard cover for mainline conduit is 39 inches and the minimum cover acceptable is 28 inches.

Maintain the standard cover wherever possible and any deviation less than the minimum cover requires the approval of the engineer.

Grade the trench to have a minimum pitch of three inches per 100 feet. When an obstruction is encountered in the trench and it is necessary to excavate a deeper trench than would otherwise be required, in order to obtain drainage, refer the matter to the engineer to determine whether the extra excavation should be made.

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

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

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

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

After the rough excavation is completed, prepare the bottom of the trench to receive the conduit. Bring the duct bed to the final grade by grading uniformly from the high point to the low or drainage points. Use stone chips or crushed stone screenings to grade the trench. The duct bed shall be a minimum of 2" in depth.

## 2. Placing of Duct

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

Place the duct on base spacers with the ends staggered so no two couplings are adjacent. This may be accomplished by the use of the short lengths in stock or cutting back full length sections to the desired lengths. If cut pieces are used, place the cut end at the manhole. Locate the base spacers within 2 feet of the end of each duct and one base spacer located in the middle of the duct.

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

Formations of two ducts or more in height are to be carried forward in full formation, that is, as each tier of twenty foot lengths is laid, the next higher tier of ducts shall then be placed on the intermediate spacers. Place these intermediate spacers on top of the base spacers located within two feet from each duct end and one in the middle of each duct. Place the intermediate spacers and ducts for the remaining tiers. Glue each length into the adjoining coupling. A twist and push on the duct being placed will suffice for a water tight joint. Exercise caution in the driving operation, so that neither the coupling nor the duct will be split or damaged in any way. After the full formation has been completed, place wood trench and duct bracing on the ducts to prevent shifting or floating while the concrete envelope is being placed and during driving operation.

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

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

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

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

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

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

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

Use an aggregate slurry as specified to backfill all concrete encased conduit. Slurry backfill the trench to the proposed or existing subgrade. Deposit the in the trench directly from a concrete transit mix truck.

#### **D Measurement**

The item 1-Duct Conduit Cement Encased DB-60, furnished and installed at the locations on the plans, will be measured by the linear foot, acceptably completed. The measured quantity will equal the linear feet of encased duct, based on the distance along the centerline of duct between ends of conduit. City of Milwaukee shall have final acceptance.

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.401	1-Duct Conduit Cement Encased DB-60	LF

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

### **71. Test Rolling, Item SPV.0170.001.**

#### **A Description**

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

#### **B Equipment**

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

#### **C Construction**

Completely compact and shape the subgrade to approximate grade and cross section. Do not stake subgrade for areas to be tested.

Test roll at normal walking speed under the direction of the engineer or his representative.

Roll the earth subgrade at a width equal to the finished base course width. Make multiple passes throughout the length of the subgrade test area.

Center each pass on a proposed lane or applicable shoulder. When the shoulder width is less than 8 feet, the engineer will determine the number and location of passes required such that any wheel track will be within 3 to 4 feet of the previous adjacent wheel track.

Repair and consolidate any soft or yielding areas or depressions evidenced under the action of the test rolling to withstand retesting.

Excavate and replace any unstable material from the roadbed with selected materials.



Correct any yielding subgrade areas discovered during the test rolling operations prior to staking the subgrade and finish grading operations.

Perform corrective work according to the standard specifications.

#### **D Measurement**

The department will measure Test Rolling by the station along the roadway centerline or reference line, acceptably completed. The department will measure two or more separate roadways by the station along each separate roadway as designated on the plans.

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0170.01	Test Rolling	STA

Payment is full compensation for performing the Test Rolling; for providing any equipment; for any preparation of the subgrade, including the furnishing and incorporation of water, if required; for retesting as determined by the engineer and for restoration of the subgrade.

### **72. Joint Sealing, Item SPV.0180.001.**

#### **A Description**

This special provision describes the minimum requirements for preparing the pavement joints or cracks, and furnishing and installing the sealant. Seal all expansion, hand-formed, and sawed joints in the pavement. Also, seal all bond or construction joints.

#### **B Materials**

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

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

### **C Construction**

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

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

### **D Measurement**

The department will measure Joint Sealing in area of pavement, acceptably sealed by the contractor in square yards.

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0180.001	Joint Sealing	SY

Payment is full compensation for furnishing and placing the joint sealant; and for cleaning the pavement joints and cracks.

## **73. Excavation, Hauling, and Disposal of Metals Contaminated Soil, Item SPV.0195.001.**

### **A Description**

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

This special provision describes excavating, loading, hauling, and disposing of metals contaminated soil at a WDNR-licensed landfill facility. The closest WDNR-licensed landfill facilities are:

Waste Management Metro Landfill  
10712 South 124<sup>th</sup> Street  
Franklin, WI 53132  
(414)529-6180

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

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

## **A.2 Notice to the Contractor – Contaminated Soil Location**

The department and others completed testing for soil contamination for locations within this project where excavation is required. Testing indicated that soil contaminated with lead and low-level petroleum volatile organic compounds (PVOCs) are present at the following locations where excavation is required, as shown on the plans:

☐ STH 24 Station 7+10.4, 4.0' Left (W. Forest Home Ave. and S. 35<sup>th</sup> St. intersection stationing), from reference line to project limits left, from 0' bgs to 4' bgs. Soil contains lead and must be managed. Approximately 0.727 cubic yards (approximately 1.24 tons at an estimated 1.7 tons per cubic yard) of soil will be excavated from this location for monotube pole installation.

☐ STH 24 Station 8+04.15, 76.5; Right (W. Forest Home Ave. and S. 35<sup>th</sup> St. intersection stationing), from reference line to project limits right, from 0' bgs to at least 14' bgs. Soil contains lead and low-level PVOCs and must be managed. Approximately 4.19 cubic yards (approximately 7.12 tons at an estimated 1.7 tons per cubic yard) of soil will be excavated from this location for monotube pole installation.

☐ STH 24 Station 8+09.0, 31.6' Left (W. Forest Home Ave. and W. Oklahoma Ave. intersection stationing), from reference line to project limits left, from 0' bgs to 2' bgs. Soil contains lead and must be managed. Approximately 1.05 cubic yards (approximately 1.79 tons at an estimated 1.7 tons per cubic yard) of soil will be excavated from this location for monotube pole installation.

Directly load soil excavated by the project at the above location into trucks that will transport the soil to a WDNR-licensed landfill facility for disposal.

If contaminated soils are encountered elsewhere on the project, terminate excavation activities in the area and notify the engineer. If dewatering is required at the above locations, conduct the dewatering according to Section C below.

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

Name: Mr. Andrew Malsom

Address: 141 NW Barstow Street, PO Box 798, Waukesha, WI 53187-0798

Phone: (262) 548-6705

Fax: (262) 548-6891

E-mail: [Andrew.Malsom@dot.wi.gov](mailto:Andrew.Malsom@dot.wi.gov)

### **A.3 Coordination**

Coordinate work under this contract with the environment consultant:

Consultant: Natural Resource Technology (NRT)  
Address: 234 W. Florida Street, Fifth Floor, Milwaukee, WI 53204  
Contact: Mr. Mark Walter, PE  
Phone: (414) 837-3563  
Fax: (414) 837-3608  
E-mail: [mwalter@naturalrt.com](mailto:mwalter@naturalrt.com)

The role of the environmental consultant will be limited to:

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

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

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

Identify the WDNR-licensed landfill facility that will be used for disposal of contaminated soils, and provide this information to the environmental consultant no later than at the preconstruction conference. The environmental consultant will be responsible for obtaining the necessary approvals from the landfill facility for disposal of contaminated soils. Do not transport contaminated soil offsite without prior approval from the environmental consultant.

### **A.4 Health and Safety Requirements**

*Supplement standard spec 107.1 with the following:*

During excavation activities, expect to encounter soil contaminated with metals and lowlevel PVOCs. Site workers taking part in activities that will result in the reasonable probability of exposure to safety and health hazards associated with hazardous materials shall have completed health and safety training that meets the Occupational Safety and

Health Administration (OSHA) requirements for Hazardous Waste Operations and Emergency Response (HAZWOPER), as provided in 29 CFR 1910.120.

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

## **B (Vacant)**

## **C Construction**

*Supplement standard spec 205.3 with the following:*

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

The environmental consultant will periodically monitor soil excavated from the contaminated areas. The environmental consultant will evaluate excavated soil based on field screening results, visual observations, and analytical results from previous environmental investigations. Assist the environmental consultant in collecting soil samples for evaluation using excavation equipment. The soil sampling frequency shall be a maximum of one sample for every 15 cubic yards excavated.

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

If dewatering is required in areas of known contamination, water generated from dewatering activities will likely contain metals. Such water may, with approval of the Milwaukee Metropolitan Sewerage District (MMSD), be discharged to the sanitary sewer or at MMSD directly as follows:

Meet all applicable requirements of the MMSD including the control of suspended solids. Perform all necessary monitoring to document compliance with this facility's requirements. Furnish, install, operate, maintain, disassemble, and remove treatment equipment necessary to comply with this facility's requirements.

Ensure continuous dewatering and excavation safety at all times. Provide, operate, and maintain adequate pumping equipment and drainage and disposal facilities.

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

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

**D Measurement**

The department will measure Excavation, Hauling, and Disposal of Metals-Contaminated Soil in tons of contaminated soil accepted by the WDNR-licensed landfill facility as documented by weight tickets generated by the landfill facility.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0195.001	Excavation, Hauling, and Disposal of Metals-Contaminated Soil	TON

Payment is full compensation for excavating, segregating, loading, hauling, and disposal of contaminated soil; obtaining solid waste collection and transportation service operating licenses; assisting in the collection of soil samples for field evaluation; and dewatering of soils prior to transport, if necessary. Management and disposal of contaminated water is considered incidental to other bid items in the contract. The department will not pay directly for management and disposal/treatment of contaminated water.

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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 2 (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**

\_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Fax: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 \_\_\_\_\_

**DBE Contractor Contact Person**

\_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Fax: \_\_\_\_\_  
 Email: \_\_\_\_\_  
 \_\_\_\_\_

**Please circle the jobs and items you will be quoting below**

Proposal No.	1	2	3	4	5	6	7
County							

**WORK DESCRIPTION:**

Clear and Grub	X		X	X		X	X
Dump Truck Hauling	X		X	X		X	X
Curb & Gutter/Sidewalk, Etc.	X		X	X		X	X
Erosion Control Items	X		X	X		X	X
Signs and Posts/Markers	X		X	X		X	X
Traffic Control		X	X	X		X	X
Electrical Work/Traffic Signals		X	X	X		X	
Pavement Marking		X	X	X	X	X	X
Sawing Pavement		X	X	X	X	X	X
QMP, Base	X	X		X	X	X	X
Pipe Underdrain	X			X			
Beam Guard				X	X	X	X
Concrete Staining							X
Trees/Shrubs	X						X

Again please make every effort to have your quotes into our office by time deadline prior to the letting date.

We prefer quotes be sent via SBN but prime's preferred alternatives are acceptable.

If there are further questions please direct them to the prime contractor's contact person at phone number.



## **APPENDIX B**

### **BEST PRACTICES FOR PRIME CONTRACTOR & DBE SUBCONTRACTOR GOOD FAITH EFFORT**

*This list is not a set of requirements; it is a list of potential strategies*

#### **Primes**

- Prime contractor open houses inviting DBE firms to see the bid “war room” or providing technical assistance.
- Participate in speed networking and mosaic exercises as arranged by DBE office.
- Host information sessions not directly associated with a bid letting.
- Participate in a formal mentor protégé or joint venture with a DBE firm.
- Participate in WisDOT advisory committees i.e. TRANSAC, or Mega Project committee meetings.
- Facilitate a small group DBE ‘training session’ Clarifying how your firm prepares for bid letting, evaluates subcontractors, preferred qualifications and communication methods.
- Encourage subcontractors to solicit and highlight DBE participation in their quotes to you.
- Quality of communication, not quantity creates the best results. Contractors should do as thorough a job as possible in communicating with DBE firms before the bid and provide any assistance requested to assure best possible bid.

#### **DBE**

- DBE firms should contact primes as soon as possible with questions regarding their quotes or bid; seven days prior is optimal.
- Continually check for contract addendums on the HCCI website through the Thursday prior to letting to stay abreast of changes.
- Review the status of contracts on the HCCI website reviewing the ‘apparent low bidder’ list, and bid tabs at a minimum.
- Prepare a portfolio or list of related projects and prime and supplier references; be sure to note transportation-related projects of similar size and scope, firm expertise and staffing.
- Participate in DBE office assessment programs.
- Participate on advisory and mega-project committees.
- Sign up to receive the DBE Contracting Update.
- Consider membership in relevant industry or contractor organizations.
- Active participation is a must. Quote as many projects as you can reasonably work on; quoting the primes and bidding as a prime with the department are the only ways to get work.

## APPENDIX C

### Types of Efforts considered in determining GFE

*This list represents concepts being assessed; analysis requires additional steps*

1. Whether the contractor attended any pre-solicitation or pre-bid meetings that were scheduled by WisDOT to inform DBEs of contracting and subcontracting opportunities.
2. Whether the contractor provided written notice to a reasonable number of specific DBEs that their interest in the contract was being solicited, in sufficient time to allow the DBEs to participate effectively.
3. Whether the contractor followed up initial solicitations of interest by contacting DBEs to determine if the DBEs were interested; returned the phone calls of interested DBE firms.
4. Whether the contractor selected portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goal.
5. Whether the contractor provided interested DBEs with adequate information about the plans, specifications and requirements of the contract.
6. Whether the contractor negotiated in good faith with interested DBEs, not rejected DBEs as unqualified without sound reasons based on a thorough investigation of their capabilities.
7. Whether the contractor made efforts to assist interested DBEs in being more competitive.
8. Whether the contractor effectively used the services of available minority community organizations: minority contractors groups, local, state, and Federal minority business assistance offices, and other organizations that provide assistance to small businesses and DBE firms.
9. Whether Prime used CRCS to identify DBE who specialize in relevant work areas.
10. Whether the contractor used available resources including contacting the DBE office, using WisDOT's website
11. Whether the contractor returned calls of firms expressing interest in a timely manner.

## **APPENDIX D**

### **Good Faith Effort Evaluation Guidance**

#### ***Excerpt from Appendix A of 49 CFR Part 26***

#### **APPENDIX A TO PART 26 -- GUIDANCE CONCERNING GOOD FAITH EFFORTS**

- I. When, as a recipient, you establish a contract goal on a DOT assisted contract, a bidder must, in order to be responsible and/or responsive, make good faith efforts to meet the goal. The bidder can meet this requirement in either of two ways. First, the bidder can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if it doesn't meet the goal, the bidder can document adequate good faith efforts. This means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.
- II. In any situation in which you have established a contract goal, part 26 requires you to use the good faith efforts mechanism of this part. As a recipient, it is up to you to make a fair and reasonable judgment whether a bidder that did not meet the goal made adequate good faith efforts. It is important for you to consider the quality, quantity, and intensity of the different kinds of efforts that the bidder has made. The efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract requirements. We emphasize, however, that your determination concerning the sufficiency of the firm's good faith efforts is a judgment call: meeting quantitative formulas is not required.
- III. The Department also strongly cautions you against requiring that a bidder meet a contract goal (i.e., obtain a specified amount of DBE participation) in order to be awarded a contract, even though the bidder makes an adequate good faith efforts showing. This rule specifically prohibits you from ignoring bona fide good faith efforts.
- IV. The following is a list of types of actions which you should consider as part of the bidder's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.
  - A. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
  - B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
  - C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.
  - D.
    - (1) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.
    - (2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a

contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.

- E. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non solicitation of bids in the contractor's efforts to meet the project goal.
  - F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.
  - G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
  - H. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.
- V. In determining whether a bidder has made good faith efforts, you may take into account the performance of other bidders in meeting the contract. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal, but meets or exceeds the average DBE participation obtained by other bidders, you may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts.

## Appendix E

### Small Business Network [SBN] Overview

The Small Business Network is a part of the Bid Express® service that was created to ensure that prime bidders have a centralized online location to find subs - including small and disadvantaged business enterprises (DBEs). It is available for prime bidders to use as part of their Basic Service subscription.

Within the Small Business Network, **Prime Contractors** can:

1. Easily select proposals, work types and items:
  - a. After adding applicable work types, select items that you wish to quote. Enter the sub-quote quantities and add comments, if desired. Adding or removing items and work types can be done quickly. If needed, you can save the sub-quote for completion at a later time.
2. Create sub-quotes for the subcontracting community:
  - a. Create sub-quotes with ease using the intuitive sub-quote creator. In seven short steps, you can rapidly create a custom sub-quote directed to all subcontractors that bid on the applicable work types. Steps include: provide contact information and sub-quote expiration date, select letting and proposal, add work types and items, specify terms and conditions, upload attachments, and select vendors.
  - b. Create a sub-quote to send to subcontractors or suppliers that lists the items in a proposal that you want quoted
  - c. Create an unlimited number of sub-quotes for items you want quoted, and optionally mark them as a DBE-preferred request.
  - d. Add attachments to sub-quotes.
3. View sub-quote requests & responses:
  - a. After logging into the Bid Express service, you can quickly review all of your sub-quote requests and all unsolicited sub-quote requests from subcontractors. To simplify the Small Business Network home screen, sub-quote requests can be hidden with one click if they are not applicable.
  - b. View or receive unsolicited sub-quotes that subcontractors have posted, complete with terms, conditions and pricing.
4. View Record of Subcontractor Outreach Effort:
  - a. For each sub-quote produced, a *Record of Subcontractor Outreach Effort* is generated that shows the response statistics for a particular sub-quote. If accepted by the letting agency, this report may serve as proof of a “Good Faith” effort in reaching out to the DBE community.
  - b. Easily locate pre-qualified and certified small and disadvantaged businesses.
  - c. Advertise to small and disadvantaged businesses more efficiently and cost effectively.
  - d. Document your interactions with subs/DBEs by producing an Outreach Report (may be accepted as proof of DBE outreach at the discretion of each agency).

The Small Business Network is a part of the Bid Express® service that was created to ensure that small businesses have a centralized area to access information about upcoming projects. It can help small businesses learn more about opportunities, compete more effectively, network with other contractors and subcontractors, and win more jobs.

1. View and reply to sub-quote requests from primes:
  - a. After logging into the Bid Express service, you can quickly review all incoming sub-quote requests and all unsolicited sub-quotes created by your company. Receive notifications by selected work type. To simplify on the Small Business Network home screen, sub-quote requests can be filtered by work types relevant to your interests, or hidden with one click if they are not applicable.
2. Select items when responding to sub-quote requests from primes:
  - a. You have the freedom to choose and price any number of items when responding to a sub-quote request. Quantities can be modified, and per-item comments are also available.
  - b. View requests for sub-quotes for work that primes have posted for projects they are bidding, add your pricing, terms, and conditions, and submit completed sub-quotes to the requesting primes.
  - c. Add attachments to a sub-quote.
3. Create and send unsolicited sub-quotes to specific contractors:
  - a. Create unsolicited sub-quotes with ease using the intuitive sub-quote creator. In eight short steps, you can rapidly create a custom sub-quote directed at any number of specific vendors of your choosing. Steps include: provide contact information and sub-quote expiration date, select letting and proposal, add work types and items, specify terms and conditions, upload attachments, and select vendors.
4. Easily select and price items for unsolicited sub-quotes:
  - a. After adding applicable work types, select items that you wish to quote. The extended price calculates automatically, cutting out costly calculation errors. Comments can be provided on a per-item basis as well.
  - b. Create an unsolicited sub-quote that lists the items from a proposal that you want to quote, include pricing, terms and conditions, and send it to selected prime/plan holder.
  - c. Add attachments to a sub-quote.
  - d. Add unsolicited work items to sub-quotes that you are responding to.
5. Easy Access to Valuable Information
  - a. Receive a confirmation that your sub-quote was opened by a prime.
  - b. View Bid Tab Analysis data from past bids, including the high, average and low prices of items.
  - c. View important notices and publications from DOT targeted to small and disadvantaged businesses.
6. Accessing Small Business Network for WisDOT contracting opportunities
  - a. If you are a contractor not yet subscribing to the Bid Express service, go to [www.bidx.com](http://www.bidx.com) and select “Order Bid Express.” The Small Business Network is a part of the Bid Express Basic Service.
  - b. DBE firms can request a Bid Express Small Business Network Account at no cost by calling 414-438-4588.

## **ADDITIONAL SPECIAL PROVISION 4**

### **Payment to First-Tier Subcontractors**

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

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

### **Payment to Lower-Tier Subcontractors**

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

### **Release of Routine Retainage**

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

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

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

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

## ADDITIONAL SPECIAL PROVISION 6

### ASP 6 - Modifications to the standard specifications

*Make the following revisions to the standard specifications:*

#### 104.10.1 General

*Replace paragraph one with the following effective with the December 2017 letting:*

- (1) Subsection 104.10 specifies a 2-step process for contractors to follow in submitting a cost reduction incentive (CRI) for modifying the contract in order to reduce direct construction costs computed at contract bid prices. The initial submittal is referred to as a CRI concept and the second submittal is a CRI proposal. The contractor and the department will equally share all savings generated to the contract due to a CRI as specified in 104.10.4.2(1). The department encourages the contractor to submit CRI concepts.

#### 104.10.4.2 Payment for the CRI Work

*Replace paragraph one with the following effective with the December 2017 letting:*

- (1) The department will pay for completed CRI work as specified for progress payments under 109.6. The department will pay for CRI's under the Cost Reduction Incentive administrative item. When all CRI costs are determined, the department will execute a contract change order that does the following:
1. Adjusts the contract time, interim completion dates, or both.
  2. Pays the contractor for the unpaid balance of the CRI work.
  3. Pays the contractor 50 percent of the net savings resulting from the CRI, calculated as follows:

$$NS = CW - CRW - CC - DC$$

Where:

**NS** = Net Savings

**CW** = The cost of the work required by the original contract that is revised by the CRI. CW is computed at contract bid prices if applicable.<sup>[1]</sup>

**CRW** = The cost of the revised work, computed at contract bid prices if applicable.<sup>[1]</sup>

**CC** = The contractor's cost of developing the CRI proposal.

**DC** = The department's cost for investigating, evaluating, and implementing the CRI proposal.

<sup>[1]</sup> The department may adjust contract bid prices that, in the engineer's judgement, do not represent the fair value of the work deleted or proposed.

#### 108.11 Liquidated Damages

*Replace paragraphs two and three with the following effective with the December 2017 letting:*

- (2) This deducted sum is not a penalty but is a fixed, agreed, liquidated damage due the department from the contractor for the added cost of engineering and supervision resulting from the contractor's failure to complete the work within the contract time.
- (3) Unless enhanced in the special provisions, the department will assess the following daily liquidated damages

LIQUIDATED DAMAGES			
ORIGINAL CONTRACT AMOUNT		DAILY CHARGE	
FROM MORE THAN	TO AND INCLUDING	CALENDAR DAY	WORKING DAY
\$0	\$250,000	\$850	\$1700
\$250,000	\$500,000	\$815	\$1630
\$500,000	\$1,000,000	\$1250	\$2500
\$1,000,000	\$2,000,000	\$1540	\$3080
\$2,000,000	—	\$2070	\$4140



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**203.3.2.2 Removal Operations**

*Replace the entire text with the following effective with the December 2017 letting:*

**203.3.2.2.1 General**

- (1) Except as specified below for closing culverts, remove the entire top slab of box culverts and the entire superstructure of other culverts and bridges designated for removal. Completely remove existing piles, cribs, or other timber construction within the limits of new embankments, or remove these structures to an elevation at least 2 feet below finished ground line. Remove sidewalls or substructure units in water to an elevation no higher than the elevation of the natural stream or lake bed, or, if grading the channel is required under the contract or the plans, to the proposed finished grade of the stream or lake bed. Remove sidewalls or substructure units not in water down to at least 2 feet below natural or finished ground line.
- (2) If extending or incorporating existing culverts and bridges in the new work, remove only those parts of the existing structure as necessary to provide a proper connection to the new work. Saw, chip, or trim the connecting edges to the required lines and grades without weakening or damaging the remaining part of the structure. During concrete removal, do not damage reinforcing bars left in place as dowels or ties incorporated into the new work.
- (3) Remove pipe culverts designated for salvage in a way that prevents damage to the culverts.
- (4) Dismantle steel structures or parts of steel structures designated for salvage in a way that avoids damage to the members. If the contract specifies removing the structure in a way that leaves it in a condition suitable for re-erection, matchmark members with durable white paint before dismantling. Mark pins, bolts, nuts, loose plates, etc., similarly to indicate their proper location. Paint pins, bolts, pinholes, and machined surfaces with a department-approved rust preventative. Securely wire loose parts to adjacent members, or label and pack them in boxes.
- (5) Remove timber structures or parts of timber structures designated for salvage in a way that prevents damage to the members.
- (6) If the engineer approves, the contractor may temporarily use materials designated for salvage in falsework used to construct new work. Do not damage or reduce the value of those materials through temporary use.

**203.3.2.2.2 Deck Removal**

- (1) Protect the work as specified in 107.14 during deck removal. Minimize debris falling onto water surfaces and wetlands as the contract specifies in 107.18 or in the special provisions. Also, minimize debris falling on the ground and roadway.
- (2) Do not damage existing bar steel reinforcement, girders, or other components that will be incorporated in new work. Remove decks on prestressed concrete girders using a hydraulic shear or other engineer-approved equipment. Thoroughly clean, realign, and retie reinforcement as necessary.
- (3) After deck removal is complete, notify the engineer to request a damage survey. Point out damage to the engineer. Allow one business day for the engineer to complete the damage survey. If damage is identified, the department will determine if repairs or girder restoration will be allowed.
- (4) If the department allows girder restoration, have a professional engineer registered in the State of Wisconsin analyze the effect of the damage to the bridge, make recommendations, and prepare signed and sealed computations and structural details required to restore girders to their previous structural capacity. Submit the restoration proposal, including analysis and structural details, to the department and design engineer of record. The department will accept or reject the restoration proposal within 3 business days. Do not begin restoration work until the department allows in writing.
- (5) The engineer will not extend contract time to assess or remediate contractor caused damage.

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**203.5.1 General**

*Replace paragraph two with the following effective with the December 2017 letting:*

- (2) Payment is full compensation for breaking down and removing; costs associated with contractor-caused damage; required salvaging, storing, and disposing of materials; and, unless the contract specifies granular backfill, for backfilling.

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**415.2.3 Expansion Joint Filler**

Replace paragraph one with the following effective with the December 2017 letting:

- (1) Furnish expansion joint filler conforming to AASHTO M153, AASHTO M213, or ASTM D8139 in lengths equal to the pavement lane width and of the thickness and height the plans show. Where dowel bars are required, use filler with factory-punched holes at the dowel bar locations and with a diameter not greater than 1/8 inch larger than the nominal dowel bar diameter.
- 

**415.3.20 Filling Joints**

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

- (2) Clean joints of laitance, curing compound, and other contaminants before filling. Saw construction joints at least 3/4 inches deep before filling. Sawing is not required for tooled joints in curb and gutter. Sandblast or waterblast exposed joint faces using multiple passes as required to clean joint surfaces of material that might prevent bonding. Blow clean and dry with oil-free compressed air immediately before filling.
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**415.5.1 General**

Replace paragraph six with the following effective with the December 2017 letting:

- (6) Payment for Concrete Pavement Joint Filling is full compensation for filling concrete pavement joints; filling adjacent curb and gutter joints; and for sawing.
- 

**440.3.4.2 Contractor Testing**

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

- (2) Coordinate with the engineer at least 24 hours before making profile runs for acceptance unless the engineer approves otherwise. The department may require testing to accommodate staged construction or if corrective action is required.
- 

**455.5.3 Tack Coat**

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

- (2) The department will adjust pay for Tack Coat, under the Nonconforming Tack Coat administrative item, for nonconforming material the engineer allows to remain in place at a maximum of 75 percent of the contract unit price.

**460.2.7 HMA Mixture Design**

*Replace paragraph one with the following effective with the December 2017 letting:*

- (1) For each HMA mixture type used under the contract, develop and submit an asphaltic mixture design according to CMM 8-66 and conforming to the requirements of table 460-1 and table 460-2. The values listed are design limits; production values may exceed those limits. The department will review mixture designs and report the results of that review to the designer according to CMM 8-66.

**TABLE 460-2 MIXTURE REQUIREMENTS**

Mixture type	LT	MT	HT	SMA
ESALs x 10 <sup>6</sup> (20 yr design life)	<2.0	2 - <8	>8	—
LA Wear (AASHTO T96)				
100 revolutions(max % loss)	13	13	13	13
500 revolutions(max % loss)	50	45	45	40
Soundness (AASHTO T104) (sodium sulfate, max % loss)	12	12	12	12
Freeze/Thaw (AASHTO T103) (specified counties, max % loss)	18	18	18	18
Fractured Faces (ASTM D5821) (one face/2 face, % by count)	65/—	75 / 60	98 / 90	100/90
Flat & Elongated (ASTM D4791) (max %, by weight)	5 (5:1 ratio)	5 (5:1 ratio)	5 (5:1 ratio)	20 (3:1 ratio)
Fine Aggregate Angularity (AASHTO T304, method A, min)	40	43	45	45
Sand Equivalency (AASHTO T176, min)	40	40	45	50
Gyratory Compaction				
Gyrations for N <sub>ini</sub>	6	7	8	8
Gyrations for N <sub>des</sub>	40	75	100	65
Gyrations for N <sub>max</sub>	60	115	160	160
Air Voids, %V <sub>a</sub> (%G <sub>mm</sub> N <sub>des</sub> )	4.0 (96.0)	4.0 (96.0)	4.0 (96.0)	4.0 (96.0)
% G <sub>mm</sub> N <sub>ini</sub>	<= 91.5 <sup>[1]</sup>	<= 89.0 <sup>[1]</sup>	<= 89.0	—
% G <sub>mm</sub> N <sub>max</sub>	<= 98.0	<= 98.0	<= 98.0	—
Dust to Binder Ratio <sup>[2]</sup> (% passing 0.075/P <sub>be</sub> )	0.6 - 1.2	0.6 - 1.2	0.6 - 1.2	1.2 - 2.0
Voids filled with Binder (VFB or VFA, %)	68 - 80 <sup>[4]</sup> [5]	65 - 75 <sup>[3]</sup> [5]	65 - 75 <sup>[3]</sup> [5]	70 - 80
Tensile Strength Ratio (TSR) (AASHTO T283) <sup>[6]</sup> [7]				
no antistripping additive	0.75 min	0.75 min	0.75 min	0.75 min
with antistripping additive	0.80 min	0.80 min	0.80 min	0.80 min
Draindown (AASHTO T305) (%)	—	—	—	0.30

<sup>[1]</sup> The percent maximum density at initial compaction is only a guideline.

<sup>[2]</sup> For a gradation that passes below the boundaries of the caution zone (ref. AASHTO M323), the dust to binder ratio limits are 0.6 - 1.6.

<sup>[3]</sup> For No. 5 (9.5mm) and No. 4 (12.5 mm) nominal maximum size mixtures, the specified VFB range is 70 - 76 percent.

<sup>[4]</sup> For No. 2 (25.0mm) nominal maximum size mixes, the specified VFB lower limit is 67 percent.

<sup>[5]</sup> For No. 1 (37.5mm) nominal maximum size mixes, the specified VFB lower limit is 67 percent.

<sup>[6]</sup> WisDOT eliminates freeze-thaw conditioning cycles from the TSR test procedure.

<sup>[7]</sup> Run TSR at asphalt content corresponding to 3.0% air void regressed design using distilled water for testing.

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

Replace paragraph six with the following:

- (6) Conduct TSR tests during mixture production according to CMM 8-36.6.14. 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 production TSR values are below the limit specified in CMM 8-36.6.14, notify the engineer. The engineer and contractor will jointly determine a corrective action.
- 

**502.2.7 Preformed Joint Filler**

Replace paragraph one with the following effective with the December 2017 letting:

- (1) Use preformed joint filler conforming to AASHTO M153, AASHTO M213, or ASTM D8139.
- 

**502.3.7.8 Floors**

Replace paragraph fourteen with the following effective with the December 2017 letting:

- (14) Unless specified otherwise, transversely tine finish the floors of structures with approach pavements designed for speeds of 40 mph or greater as specified in 415.3.8.3, except make the tining 1/8 inch in depth and do not perform tining within 12 inches of gutters. The contractor may apply a broom finish, described below, instead of the artificial turf drag finish required before tining. The contractor may perform tining manually, if it obtains a finish satisfactory to the engineer. Perform tining within 20 degrees of the centerline of bearing of the substructure units on bridge decks having skew angles of 20 degrees or greater.
- 

**505.2.6 Dowel Bars and Tie Bars**

Replace the entire text with the following effective with the March 2018 letting:

**505.2.6.1 General**

- (1) Furnish bars coated in a plant certified by the Concrete Reinforcing Steel Institute. For dowel bars and straight tie bars, there is no requirement for bend tests. Ensure that the bars are the specified diameter and length the plans show.
- (2) The contractor need not coat or patch sawed ends, sheared ends, cut ends, ends left bare during the coating process, or ends with damaged coating.
- (3) The contractor need not repair circumferential coating damage from shipping, handling, or installation, if the following conditions are met:
  1. The damaged area is 1/4 inch square or smaller.
  2. The total damaged area in any one-foot length does not exceed 2 percent of the circumferential area in that length.
- (4) Repair areas of damaged circumferential coating larger than 1/4 inch square. Reject bars with total damage greater than 2 percent of the bar's circumferential area.

**505.2.6.2 Dowel Bars****505.2.6.2.1 General**

- (1) Ensure that the bars are straight, round, smooth, and free from burrs or other deformations detrimental to the free movement of the bar in the concrete.
- (2) Saw bars to the required length. For solid bars, the department will allow shearing if no damage occurs to the coating and shearing distortions do not exceed the following:
  1. No distorted diameter is more than 0.04 inches greater than the true diameter.
  2. No distortion extends more than 0.40 inches from the sheared end.
- (3) Apply a surface treatment to loose dowels, or furnish manufacturer-treated bars in dowel bar baskets, capable of preventing bond between the epoxy-coated bars and the concrete. Apply field surface treatments when loading bars in the dowel bar magazine.

**505.2.6.2.2 Solid Dowel Bars**

- (1) Furnish coated bars conforming to AASHTO M31 grade 40 or 60. Alternatively the contractor may furnish dowel bars conforming to AASHTO M227 grade 70-80. Coat with a thermosetting epoxy conforming to AASHTO M254, type B.

**505.2.6.2.3 Tubular Dowel Bars**

- (1) Furnish welded steel tubular bars conforming to ASTM A513 fabricated from plain carbon steel with a minimum tensile yield strength of 60 ksi and sized as follows:

SOLID BAR SPECIFIED DIAMETER	MINIMUM REQUIRED OUTSIDE DIAMETER	MINIMUM BASE METAL WALL THICKNESS
1 1/4-inch	1 5/16 inches	0.120 inch
1 1/2-inch	1 5/8 inches	0.120 inch

- (2) Cap bar ends to prevent intrusion of concrete or other materials. Ensure that tubing is galvanized on the exterior and interior according to ASTM A653 with a G40 zinc coating and apply 7-13 mils of epoxy to the galvanized exterior according to AASHTO M254, Type B.

**505.2.6.2.4 High Performance Dowel Bars**

- (1) As an alternate the contractor may furnish high performance dowel bars from the department's APL.

**505.2.6.3 Tie Bars**

- (1) Furnish coated bars conforming to AASHTO M31 grade 40 or 60. Coat tie bars as specified in 505.2.4 for coated high-strength steel reinforcement. Ensure that the tie bars are the shape the plans show.
- (2) Repair, with compatible coating material, the bend location of field-straightened coated tie bars.

**614.2.1 General**

Add the following as paragraph ten effective with the December 2017 letting:

- (10) Furnish guardrail reflectors from the department's APL.

**614.3.2.1 Installing Posts**

Add the following as paragraph five effective with the December 2017 letting:

- (5) Provide post-mounted reflectors every 100 feet with one at the beginning and end of each run and a minimum of three reflectors per run.

**614.5 Payment**

Replace paragraph four with the following effective with the December 2017 letting:

- (4) Payment for the Steel Thrie Beam, Steel Plate Beam Guard, Guardrail Stiffened, MGS Guardrail, Short Radius, and various transition bid items is full compensation for providing guardrail and transitions including post-mounted reflectors; for repairing damaged zinc coatings; and for excavating, backfilling, and disposing of surplus material.

**641.2.9 Overhead Sign Supports**

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

- (3) Provide steel pole shafts, mast arms or trusses, and luminaire arms zinc coated according to ASTM A123. The contractor may provide either straight or tapered pole and arm shafts unless the plans specify otherwise. Provide bolts and other hardware conforming to 641.2.2.

**642.2.2.1 General**

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

- (1) Provide each field office with two rooms, separated by an interior door with a padlock. Ensure that each room has a separate exterior door and its own air conditioner. Locate the office where a quality internet connection can be achieved.
- (2) Provide long distance telephone service via a land line for exclusive department use that has the following:
  - Two programmable touch-tone phones, one of which is cordless. Ensure that phone operations will not interfere with other telecommunications equipment.
  - Voice mail service or an answering machine.
- (3) Provide high-speed internet service for exclusive department use via cable or DSL connection with a modem/router and capable of supporting cloud enabled file sharing, voice over internet protocol (VoIP), video conferencing, and web based applications. Ensure that system meets the following:
  - Includes a wireless network for the field office.
  - Can accommodate IPSec based VPN products.
  - Has a bandwidth range as follows:
    - Field office with 1-5 staff: A minimum connection speed of 5 Mbps download and 1 Mbps upload. If a cable or DSL option is not available the contractor may provide a personal hotspot using cell phone tethering or other device able to achieve the specified minimum speeds inside the field office.
    - Field office with 6 or more staff: A minimum connection speed of 10 Mbps + 1/2 Mbps per user download and 5 Mbps upload.
    - Projects over 500 million dollars: A minimum connection speed of 20 Mbps + 1/2 Mbps per user download and 10 Mbps upload. Coordinate network setup at the leased office with the WisDOT network team.
- (4) Provide and maintain a Windows 7 and Windows 10 compliant multi-function device with copy, print, and scan capabilities that can accommodate both 8 1/2" x 11" and 11" x 17" paper. Replenish paper, toner cartridges, and other supplies before fully expended. Ensure that department staff can connect to the device either directly or through the field office wireless network.
- (5) Equip with a drafting table with a drafter's stool. Except as specified in 642.2.2.4, provide 2 ergonomically correct office chairs in working condition with, at a minimum, the following:
  1. Five-legged base with casters.
  2. Seat adjustable from 15 to 22 inches from the floor with a seamless waterfall, rounded, front edge.
  3. High backrest with no arms or adjustable arms.

**643.3.1 General**

Replace paragraph one with the following effective with the December 2017 letting:

- (1) Provide and maintain traffic control devices located where the plans show or engineer directs to maintain a safe work zone throughout the contract duration. Relocate as required to accommodate changing work operations. When not in use, place devices away from traffic outside of paved and gravel shoulder surfaces. Where there is barrier on the shoulder, the contractor may place devices not in use on the shoulder as close as possible to the barrier and delineated with drums. Lay signs and supports flat on the grade with uprights oriented parallel to and downstream from traffic. Do not stack devices or equipment. Promptly remove temporary devices from within the project limits as follows:
  - That will not be used within 14 consecutive calendar days.
  - Within 5 business days of substantial completion unless the engineer allows otherwise.

**645.2.2.2 Geotextile, Type SAS (Subgrade Aggregate Separation)**

*Replace paragraph one with the following effective with the December 2017 letting:*

- (1) Furnish fabric conforming to the following physical properties:

TEST	METHOD	VALUE <sup>[1]</sup>
Minimum grab tensile strength	ASTM D4632	170 lb
Minimum puncture strength	ASTM D6241	350 lb
Maximum apparent opening size	ASTM D4751	No. 70
Minimum permittivity	ASTM D4491	0.35 s <sup>-1</sup>

<sup>[1]</sup> All numerical values represent minimum/maximum average roll values. Average test results from all rolls in a lot must conform to the tabulated values.

**645.2.2.4 Geotextile, Type DF (Drainage Filtration)**

*Replace paragraph one with the following effective with the December 2017 letting:*

- (1) Furnish fabric conforming with the physical requirements of either schedule A, schedule B, or schedule C as the contract specifies.

SCHEDULE A TEST	METHOD	VALUE <sup>[1]</sup>
Minimum grab tensile strength	ASTM D4632	110 lb
Minimum puncture strength	ASTM D6241	200 lb
Minimum apparent breaking elongation	ASTM D4632	30%
Maximum apparent opening size	ASTM D4751	300 µm
Minimum permittivity	ASTM D4491	0.70 s <sup>-1</sup>

SCHEDULE B TEST	METHOD	VALUE <sup>[1]</sup>
Minimum grab tensile strength	ASTM D4632	180 lb
Minimum puncture strength	ASTM D6241	350 lb
Minimum apparent breaking elongation	ASTM D4632	30%
Maximum apparent opening size	ASTM D4751	300 µm
Minimum permittivity	ASTM D4491	1.35 s <sup>-1</sup>

SCHEDULE C TEST	METHOD	VALUE <sup>[1]</sup>
Minimum grab tensile strength	ASTM D4632	180 lb
Minimum puncture strength	ASTM D6241	350 lb
Minimum apparent breaking elongation	ASTM D4632	15%
Maximum apparent opening size	ASTM D4751	600 µm
Minimum permittivity	ASTM D4491	1.00 s <sup>-1</sup>

<sup>[1]</sup> All numerical values represent minimum/maximum average roll values. Average test results from all rolls in a lot must conform to the tabulated values.

**645.2.2.6 Geotextile, Type R (Riprap)**

*Replace paragraph one with the following effective with the December 2017 letting:*

- (1) Use fabric conforming to the following physical properties:

TEST	METHOD	VALUE <sup>[1]</sup>
Minimum grab tensile strength	ASTM D4632	205 lb
Minimum puncture strength	ASTM D6241	400 lb
Minimum apparent breaking elongation	ASTM D4632	15%
Maximum apparent opening size	ASTM D4751	No. 30
Minimum permittivity	ASTM D4491	0.12 s <sup>-1</sup>

<sup>[1]</sup> All numerical values represent minimum/maximum average roll values. Average test results from all rolls in a lot must conform to the tabulated values.

**645.2.2.7 Geotextile, Type HR (Heavy Riprap)**

Replace paragraph one with the following effective with the December 2017 letting:

- (1) Use fabric conforming to the following physical properties:

TEST	METHOD	VALUE <sup>[1]</sup>
Minimum grab tensile strength, lb	ASTM D4632	305 lb
Minimum puncture strength, lb	ASTM D6241	500 lb
Minimum apparent breaking elongation, %	ASTM D4632	15%
Maximum apparent opening size	ASTM D4751	No. 30
Minimum permittivity	ASTM D4491	0.40, s <sup>-1</sup>

<sup>[1]</sup> All numerical values represent minimum/maximum average roll values. Average test results from all rolls in a lot must conform to the tabulated values.

**645.2.2.8 Geotextile, Type C (Modified SAS)**

Replace paragraph one with the following effective with the December 2017 letting:

- (1) Use fabric conforming to the following physical properties:

TEST	METHOD	VALUE <sup>[1]</sup>
Grab tensile strength, lb	ASTM D4632	205 lb
Puncture strength, lb	ASTM D6241	350 lb
Maximum apparent opening size	ASTM D4751	No. 50
Minimum permittivity	ASTM D4491	0.12 s <sup>-1</sup>

<sup>[1]</sup> All numerical values represent minimum/maximum average roll values. Average test results from all rolls in a lot must conform to the tabulated values.

**646.3.1.1 General Marking**

Replace paragraph one with the following effective with the December 2017 letting:

- (1) Prepare the surface and apply marking as the manufacturer specifies. Provide manufacturer specifications as the engineer requests. Do not mark over a marking product with less adherence or over chipped or peeled marking. Do not remove polymer overlay materials in areas receiving pavement marking. Use only epoxy pavement marking where the contract requires marking placed on polymer overlays.

Replace paragraph five with the following effective with the December 2017 letting:

- (5) After the marking can sustain exposure to traffic, re-apply clear protective surface treatment conforming to 502.2.11 where removed from structures during marking surface preparation. Seal exposed concrete including grooves for tape. Cover marking during resealing with a system that will not degrade the marking's retroreflectivity when removed. Uncover marking before opening to traffic.



**701.3 Contractor Testing**

Replace paragraph one with the following effective with the December 2017 letting:

- (1) Perform contract required QC tests for samples randomly located according to CMM 8-30. Also perform other tests as necessary to control production and construction processes, and additional testing enumerated in the contractor's quality control plan or that the engineer directs. Use test methods as follows:

**TABLE 701-2 TESTING STANDARDS**

TEST	TEST STANDARD
Washed P 200 analysis	AASHTO T11 <sup>[1]</sup>
Sieve analysis of fine and coarse aggregate	AASHTO T27 <sup>[1]</sup>
Aggregate moisture	AASHTO T255 <sup>[1]</sup>
Sampling freshly mixed concrete	AASHTO R60
Air content of fresh concrete	AASHTO T152 <sup>[2]</sup>
Air void system of fresh concrete	AASHTO Provisional Standard TP118
Concrete slump	AASHTO T119 <sup>[2]</sup>
Concrete temperature	ASTM C1064
Concrete compressive strength	AASHTO T22
Making and curing concrete cylinders	AASHTO T23
Standard moist curing for concrete cylinders	AASHTO M201

<sup>[1]</sup> As modified in CMM 8-60.

<sup>[2]</sup> As modified in CMM 8-70.

**715.2.3.1 Pavements**

Add the following as paragraph six effective with the December 2017 letting:

- (6) For new lab-qualified mixes, test the air void system of the proposed concrete mix conforming to AASHTO provisional standard TP 118. Include the SAM number as a part of the mix design submittal.

**715.3.1.1 General**

Replace paragraph one with the following effective with the December 2017 letting:

- (1) Provide slump, air content, concrete temperature and compressive strength test results as specified in 710.5. Provide a battery of QC tests, consisting of results for each specified property, using a single sample randomly located within each subplot. Cast three cylinders for strength evaluation. For pavement concrete, also test the air void system conforming to AASHTO provisional standard TP118 at least once per lot and enter the SAM number in the MRS for information only.

**715.3.1.3 Department Verification Testing**

Replace paragraph one with the following effective with the December 2017 letting:

- (1) The department will perform verification testing as specified in 701.4.2 with additional testing as required to obtain at least 1 verification test per lot for air content, slump, temperature, and compressive strength.

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## Errata

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Make the following corrections to the standard specifications:

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### 106.3.3.1 General

Correct errata by changing "acceptance" to "approval".

- (1) For manufactured products or assemblies, the department may base approval on a product certification or require both a product certification and production plant certification.
- 

### 205.3.1 General

Correct errata by replacing paragraphs three and four with the following to reflect current practice to incorporate suitable materials.

- (3) Replace unsuitable material with satisfactory material. Trim and finish the roadway. Maintain the work done under 205 in a finished condition until acceptance.
- 

### 305.1 Description

Correct errata to clarify that the contractor may use more than one material under a single contract.

- (1) This section describes constructing a dense graded base using one or more of the following aggregates at the contractor's option:

Crushed stone	Reclaimed asphalt
Crushed gravel	Reprocessed material
Crushed concrete	Blended material

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### 521.2 Materials

Correct errata by deleting bullet three and including aluminum coated pipe in bullet one.

- (1) Furnish corrugated steel pipe and steel apron end walls as follows:
    - Corrugated steel culvert pipe, steel apron endwalls, aluminum coated corrugated steel culvert pipe, and other components conforming to AASHTO M36.
    - Polymer coated corrugated steel culvert pipe and pipe arch fabricated from zinc coated sheet steel conforming to AASHTO M218. Before fabrication, coat the sheets on both sides with polymer protective coating grade 250/250 according to AASHTO M246. Fabricate the pipe according to AASHTO M245.
- 

### 614.3.2.2 Installing Rail

Correct errata for splice location and allow punching or drilling holes and slots.

- (1) Install rail with lap splices in the direction of traffic. Ensure that the number and dimensions of holes and bolts conforms to the plan details for new splices. Place the round head of bolts on the traffic side.
  - (2) Cut rails to length by shearing or sawing; do not use cutting torches. Drill or punch bolt holes and slots; ensure that they are burr free. After installation, cut anchor bolts that project more than one inch from the nut to 1/2 inch from the nut; deburr the threaded end of cut bolts.
- 

### 618.1 Description

Correct errata by deleting designated detours from the scope of Maintenance and Repair of Haul Roads.

- (1) This section describes maintaining, repairing, and restoring all public roads, streets, drainage facilities, and other components used for hauling by contractor, subcontractor, or supplier to support work for a department contract to its pre-haul condition. Public roads and streets shall be limited to those not a part of the State Trunk Highway System and from now on called haul roads.

**643.3.5.2 Cellular Communication**

Correct errata by changing State Traffic Operations Center to Traffic Management Center.

- (2) A minimum of 14 days before deployment, demonstrate to the department that the cellular modem is capable of communications with the Traffic Management Center. If remote communications are interrupted or temporarily unavailable, the department will notify the contractor to change messages manually. Update messages within 2 hours of receiving notification.

**646.3.1.2 Liquid Marking**

Correct errata by changing "epoxy overlays" to "polymer overlays".

- (5) Apply liquid marking and glass beads across the line at or exceeding the following:

LIQUID MARKING		PAVEMENT TYPE	THICKNESS (mils)	BEAD APPLICATION (pounds per gallon)
Paint		all	16	8-10
Epoxy	SMA, seal coats, and polymer overlays		25	25
Epoxy		all other	20	22.5

**654.5 Payment**

Correct errata to clarify that contractor-provided anchor rods and associated hardware are incidental.

- (2) Payment for the Bases bid items is full compensation for providing concrete bases; for embedded conduit and electrical components; for anchor rods, nuts, and washers; for bar steel reinforcement; and for excavating, backfilling, and disposing of surplus materials.

### 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.

NOTE: CRCS Prime Contractor payment is currently not automated and will need to be manually loaded into the Civil Rights Compliance System. Copies of prime contractor payments received (check or ACH) will have to be forwarded to [paul.ndon@dot.wi.gov](mailto:paul.ndon@dot.wi.gov) within 5 days of payment receipt to be logged manually.

\*\*\*Additionally, for information on Subcontractor Sublet assignments, Subcontractor Payments and Payment Tracking, please refer to the CRCS Payment and Sublets manual at:

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

## **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, including 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 at [paul.ndon@dot.wi.gov](mailto:paul.ndon@dot.wi.gov). Not every contractor's payroll system is capable of producing export files. For details, see Section 4.8 CPR Auto Submit (Data Mapping) on pages 49-50; 66-71 of the CRCS Payroll Manual 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.

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

**SUPPLEMENTAL REQUIRED CONTRACT PROVISIONS  
FOR PROJECTS WITH FEDERAL AID**

**I. PREVAILING WAGE RATES**

The attached U.S. Department of Labor (Davis-Bacon Minimum Wage Rates) furnishes the minimum prevailing wage rates pursuant to the Davis-Bacon and Related Acts. The wage rates shown are the minimum rates required by the contract to be paid during its life, however 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 will be allowed or authorized on account of the payment of wage rates in excess of those listed herein.

**II. COVERAGE OF TRUCK DRIVERS**

Truck drivers are covered by Davis-Bacon Minimum Wage Rates in the following circumstances:

- Drivers of a contractor or subcontractor for time spent working on the site of the work.
- Drivers of a contractor or subcontractor for time spent loading and/or unloading materials and supplies on the site of the work, if such time is not de minimis. [https://www.dol.gov/whd/FOH/FOH\\_Ch15.pdf](https://www.dol.gov/whd/FOH/FOH_Ch15.pdf)
- Truck drivers transporting materials or supplies between a facility that is deemed part of the site of the work and the actual construction site.
- Truck drivers transporting portions of the building or work between a site established specifically for the performance of the contract where a significant portion of such building or work is constructed and the physical place where the building or work called for in the contract will remain.

Truck drivers are not covered by Davis-Bacon Minimum Wage Rates in the following circumstances:

- Material delivery truck drivers while off the site of the work.
- Drivers of a contractor or subcontractor traveling between a Davis-Bacon job and a commercial supply facility while they are off the site of the work."
- Truck drivers whose time spent on the site of the work is de minimis, such as only a few minutes at a time merely to pick up or drop off materials or supplies.

Details are available online at:

<https://www.dol.gov/whd/recovery/pwrb/Tab9.pdf>

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

### **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. 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. RESOURCES**

Required information regarding compliance with federal provisions is found in the following resources:

- FHWA-1273 included in this contract
- U.S. Department of Labor Prevailing Wage Resource Book
- U.S. Department of Labor Field Operations Handbook
- U.S. Code of Federal Regulations
- Any applicable law, Act, or Executive Order enacted by the federal government at the time of the letting of this contract

General Decision Number: WI180010 01/05/2018 WI10

Superseded General Decision Number: WI20170010

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 \$10.35 for calendar year 2018 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 \$10.35 per hour (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 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). 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	01/05/2018

BRWI0001-002 06/01/2016

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

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

BRWI0002-002 06/01/2016

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

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

BRWI0002-005 06/01/2016

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

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

BRWI0003-002 06/01/2016

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

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

BRWI0004-002 06/01/2016

## KENOSHA, RACINE, AND WALWORTH COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 36.59	21.49
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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
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BRWI0011-002 06/01/2016		

## CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 32.22	20.57
-----		
BRWI0019-002 06/01/2016		

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

	Rates	Fringes
BRICKLAYER.....	\$ 31.98	20.81
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BRWI0034-002 06/01/2015		

## COLUMBIA AND SAUK COUNTIES

	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 &amp; 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
PILEDRIVERMAN		
Zone A.....	\$ 31.03	22.69
Zone B.....	\$ 31.03	22.69

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\* ELEC0014-002 12/01/2017

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, TREMPPEALEAU, VERNON, AND WASHBURN  
COUNTIES

	Rates	Fringes
Electricians:.....	\$ 33.21	19.75

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ELEC0014-007 06/05/2017

REMAINING COUNTIES

	Rates	Fringes
Teledata System Installer		
Installer/Technician.....	\$ 25.81	14.01

Low voltage construction, installation, maintenance and  
removal of teledata facilities (voice, data, and video)  
including outside plant, telephone and data inside wire,  
interconnect, terminal equipment, central offices, PABX,  
fiber optic cable and equipment, micro waves, V-SAT,

bypass, CATV, WAN (wide area networks), LAN (local area networks), and ISDN (integrated systems digital network).

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ELEC0127-002 06/01/2017

KENOSHA COUNTY

	Rates	Fringes
Electricians:.....	\$ 38.50	30%+10.57

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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

-----  
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
Electricians:.....	\$ 30.69	26.00% +10.05

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ELEC0430-002 06/01/2017

RACINE COUNTY (Except Burlington Township)

	Rates	Fringes
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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 Waupuin), 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 06/01/2017

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:.....	\$ 31.15	18.22

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ELEC0890-003 06/01/2017

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

	Rates	Fringes
Electricians:.....	\$ 33.25	19.34

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ELEC0953-001 07/01/2015

	Rates	Fringes
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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 06/01/2017

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

	Rates	Fringes
IRONWORKER.....	\$ 31.24	26.97

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

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IRON0008-003 06/01/2017

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

	Rates	Fringes
IRONWORKER.....	\$ 33.19	26.97

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

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IRON0383-001 06/01/2017

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.....	\$ 34.50	23.82

-----  
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 05/01/2017

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

	Rates	Fringes
IRONWORKER.....	\$ 36.50	26.45

-----  
IRON0512-021 05/01/2017

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

	Rates	Fringes
IRONWORKER.....	\$ 32.04	26.45

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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
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# 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, TREMPLEALEAU, VERNON, VILLAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

Rates Fringes

# LABORER

Group 1.....	\$ 30.71	16.79
Group 2.....	\$ 30.81	16.79
Group 3.....	\$ 30.86	16.79
Group 4.....	\$ 31.06	16.79
Group 5.....	\$ 30.91	16.79
Group 6.....	\$ 27.34	16.79

## 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	16.79
Group 2.....	\$ 31.09	16.79
Group 3.....	\$ 31.14	16.79
Group 4.....	\$ 31.34	16.79
Group 5.....	\$ 31.19	16.79
Group 6.....	\$ 27.34	16.79

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 05/01/2017

ASHLAND, BAYFIELD, BURNETT, AND DOUGLAS COUNTIES

	Rates	Fringes
Painters:		
New:		
Brush, Roller.....	\$ 30.33	17.27
Spray, Sandblast, Steel....	\$ 30.93	17.27
Repaint:		
Brush, Roller.....	\$ 28.83	17.27
Spray, Sandblast, Steel....	\$ 29.43	17.27

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PAIN0108-002 06/01/2017

RACINE COUNTY

	Rates	Fringes
Painters:		
Brush, Roller.....	\$ 33.74	18.95
Spray & Sandblast.....	\$ 34.74	18.95

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PAIN0259-002 05/01/2008

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

	Rates	Fringes
PAINTER.....	\$ 24.11	12.15

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PAIN0259-004 05/01/2015

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

Rates	Fringes
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PAINTER.....	\$ 22.03	12.45
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PAIN0781-002 06/01/2017		
JEFFERSON, MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES		
	Rates	Fringes
Painters:		
Bridge.....	\$ 30.60	22.80
Brush.....	\$ 30.25	22.80
Spray & Sandblast.....	\$ 31.00	22.80
-----		
PAIN0802-002 06/01/2017		
COLUMBIA, DANE, DODGE, GRANT, GREEN, IOWA, LAFAYETTE, RICHLAND, ROCK, AND SAUK COUNTIES		
	Rates	Fringes
PAINTER		
Brush.....	\$ 28.25	17.72
PREMIUM PAY:		
Structural Steel, Spray, Bridges =	\$1.00 additional per	hour.
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PAIN0802-003 06/01/2017		
ADAMS, BROWN, CALUMET, CLARK, DOOR, FOND DU LAC, FOREST, GREEN LAKE, IRON, JUNEAU, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, PORTAGE, PRICE, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WAUSHARA, WAUPACA, WINNEBAGO, AND WOOD COUNTIES		
	Rates	Fringes
PAINTER.....	\$ 24.89	12.05
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PAIN0934-001 06/01/2017		
KENOSHA AND WALWORTH COUNTIES		
	Rates	Fringes
Painters:		
Brush.....	\$ 33.74	18.95
Spray.....	\$ 34.74	18.95
Structural Steel.....	\$ 33.89	18.95
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PAIN1011-002 06/01/2017		
FLORENCE COUNTY		
	Rates	Fringes
Painters:.....	\$ 24.86	12.23
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PLAS0599-010 06/01/2017		
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
Area 1.....	\$ 39.46	17.17
Area 2 (BAC).....	\$ 35.07	19.75
Area 3.....	\$ 35.61	19.40
Area 4.....	\$ 34.70	20.51
Area 5.....	\$ 36.27	18.73
Area 6.....	\$ 32.02	22.99
AREA DESCRIPTIONS		
AREA 1: BAYFIELD, DOUGLAS, PRICE, SAWYER, AND WASHBURN COUNTIES		
AREA 2: ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE,		

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

AREA 3: BUFFALO, CRAWFORD, EAU CLAIRE, JACKSON, JUNEAU, LA CROSSE MONROE, PEPIN, PIERCE, RICHLAND, TREMPLEAU, AND VERNON COUNTIES

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

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

AREA 6: KENOSHA AND RACINE COUNTIES

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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.



## Proposal Schedule of Items

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Proposal ID: 20180313016 Project(s): 2120-17-70, 2400-00-72

Federal ID(s): N/A, WISC 2018149

SECTION: 0001

Contract Items

Alt Set ID:

Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0002	201.0120 Clearing	425.000 ID	_____.	_____.
0004	201.0220 Grubbing	542.000 ID	_____.	_____.
0006	204.0100 Removing Pavement	34,200.000 SY	_____.	_____.
0008	204.0105 Removing Pavement Butt Joints	350.000 SY	_____.	_____.
0010	204.0115 Removing Asphaltic Surface Butt Joints	480.000 SY	_____.	_____.
0012	204.0150 Removing Curb & Gutter	410.000 LF	_____.	_____.
0014	204.0155 Removing Concrete Sidewalk	4,827.000 SY	_____.	_____.
0016	204.0195 Removing Concrete Bases	31.000 EACH	_____.	_____.
0018	204.0220 Removing Inlets	36.000 EACH	_____.	_____.
0020	204.0260 Abandoning Inlets	25.000 EACH	_____.	_____.
0022	205.0100 Excavation Common	27,304.000 CY	_____.	_____.
0024	205.0501.S Excavation, Hauling, and Disposal of Petroleum Contaminated Soil	1,163.400 TON	_____.	_____.
0026	213.0100 Finishing Roadway (project) 001. 2120-17-70	1.000 EACH	_____.	_____.
0028	213.0100 Finishing Roadway (project) 002. 2400-00-72	1.000 EACH	_____.	_____.
0030	305.0120 Base Aggregate Dense 1 1/4-Inch	29,767.000 TON	_____.	_____.
0032	320.0145 Concrete Base 8-Inch	66.000 SY	_____.	_____.



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Alt Set ID:

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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0034	415.0085 Concrete Pavement 8 1/2-Inch	31,350.000 SY	_____.	_____.
0036	415.0210 Concrete Pavement Gaps	12.000 EACH	_____.	_____.
0038	416.0170 Concrete Driveway 7-Inch	535.000 SY	_____.	_____.
0040	416.0180 Concrete Driveway 8-Inch	330.000 SY	_____.	_____.
0042	416.0190 Concrete Driveway 9-Inch	85.000 SY	_____.	_____.
0044	455.0605 Tack Coat	20.000 GAL	_____.	_____.
0046	465.0105 Asphaltic Surface	100.000 TON	_____.	_____.
0048	601.0150 Concrete Curb Integral Type D	5,270.000 LF	_____.	_____.
0050	601.0319 Concrete Curb & Gutter 19-Inch	7.000 LF	_____.	_____.
0052	601.0322 Concrete Curb & Gutter 22-Inch	290.000 LF	_____.	_____.
0054	601.0331 Concrete Curb & Gutter 31-Inch	7,340.000 LF	_____.	_____.
0056	601.0600 Concrete Curb Pedestrian	215.000 LF	_____.	_____.
0058	602.0410 Concrete Sidewalk 5-Inch	32,543.000 SF	_____.	_____.
0060	602.0515 Curb Ramp Detectable Warning Field Natural Patina	650.000 SF	_____.	_____.
0062	611.2004 Manholes 4-FT Diameter	26.000 EACH	_____.	_____.
0064	611.2005 Manholes 5-FT Diameter	2.000 EACH	_____.	_____.



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Alt Set ID:

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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0066	611.3225 Inlets 2x2.5-FT	3.000 EACH	_____.	_____.
0068	611.8120.S Cover Plates Temporary	2.000 EACH	_____.	_____.
0070	612.0106 Pipe Underdrain 6-Inch	508.000 LF	_____.	_____.
0072	612.0208 Pipe Underdrain Unperforated 8-Inch	108.000 LF	_____.	_____.
0074	619.1000 Mobilization	1.000 EACH	_____.	_____.
0076	620.0300 Concrete Median Sloped Nose	450.000 SF	_____.	_____.
0078	621.0100 Landmark Reference Monuments	2.000 EACH	_____.	_____.
0080	623.0200 Dust Control Surface Treatment	31,300.000 SY	_____.	_____.
0082	625.0100 Topsoil	6,850.000 SY	_____.	_____.
0084	629.0210 Fertilizer Type B	5.000 CWT	_____.	_____.
0086	631.1000 Sod Lawn	6,850.000 SY	_____.	_____.
0088	632.0101 Trees (species) (size) (root) 001. JAPANESE TREE LILAC B&B 3" CAL	7.000 EACH	_____.	_____.
0090	632.0101 Trees (species) (size) (root) 002. AUTUMN BLAZE MAPLE B&B 3" CAL	5.000 EACH	_____.	_____.
0092	632.0101 Trees (species) (size) (root) 003. CUMULUS SERVICEBERRY B&B 3" CAL	3.000 EACH	_____.	_____.
0094	632.0101 Trees (species) (size) (root) 004. KENTUCKY COFFEETREE, B&B 3" CAL	3.000 EACH	_____.	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0096	632.0101 Trees (species) (size) (root) 005. TULIP TREE B&B 3" CAL	1.000 EACH	_____.	_____.
0098	632.0101 Trees (species) (size) (root) 006. CALLERY PEAR B&B 3" CAL	8.000 EACH	_____.	_____.
0100	632.0101 Trees (species) (size) (root) 007. DAWN REDWOOD B&B 3" CAL	6.000 EACH	_____.	_____.
0102	632.9101 Landscape Planting Surveillance and Care Cycles	12.000 EACH	_____.	_____.
0104	634.0818 Posts Tubular Steel 2x2-Inch X 18-FT	5.000 EACH	_____.	_____.
0106	637.2210 Signs Type II Reflective H	193.333 SF	_____.	_____.
0108	638.2602 Removing Signs Type II	12.000 EACH	_____.	_____.
0110	642.5401 Field Office Type D	1.000 EACH	_____.	_____.
0112	643.0300 Traffic Control Drums	37,210.000 DAY	_____.	_____.
0114	643.0410 Traffic Control Barricades Type II	2,415.000 DAY	_____.	_____.
0116	643.0420 Traffic Control Barricades Type III	31,822.000 DAY	_____.	_____.
0118	643.0500 Traffic Control Flexible Tubular Marker Posts	350.000 EACH	_____.	_____.
0120	643.0600 Traffic Control Flexible Tubular Marker Bases	350.000 EACH	_____.	_____.
0122	643.0705 Traffic Control Warning Lights Type A	63,644.000 DAY	_____.	_____.
0124	643.0715 Traffic Control Warning Lights Type C	16,880.000 DAY	_____.	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0126	643.0900 Traffic Control Signs	29,890.000 DAY	_____.	_____.
0128	643.0920 Traffic Control Covering Signs Type II	40.000 EACH	_____.	_____.
0130	643.1070 Traffic Control Cones 42-Inch	14,000.000 DAY	_____.	_____.
0132	643.5000 Traffic Control	1.000 EACH	_____.	_____.
0134	643.5000 Traffic Control 002. 2400-00-72	1.000 EACH	_____.	_____.
0136	644.1410.S Temporary Pedestrian Surface Asphalt	400.000 SF	_____.	_____.
0138	644.1420.S Temporary Pedestrian Surface Plywood	1,200.000 SF	_____.	_____.
0140	644.1430.S Temporary Pedestrian Surface Plate	200.000 SF	_____.	_____.
0142	644.1601.S Temporary Curb Ramp	40.000 EACH	_____.	_____.
0144	644.1616.S Temporary Pedestrian Safety Fence	600.000 LF	_____.	_____.
0146	645.0112 Geotextile Type DF Schedule B	170.000 SY	_____.	_____.
0148	646.1020 Marking Line Epoxy 4-Inch	6,500.000 LF	_____.	_____.
0150	646.3020 Marking Line Epoxy 8-Inch	1,250.000 LF	_____.	_____.
0152	646.5020 Marking Arrow Epoxy	16.000 EACH	_____.	_____.
0154	646.5220 Marking Symbol Epoxy	16.000 EACH	_____.	_____.
0156	649.0105 Temporary Marking Line Paint 4-Inch	7,800.000 LF	_____.	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0158	649.0150 Temporary Marking Line Removable Tape 4-Inch	17,500.000 LF	_____.	_____.
0160	649.0550 Temporary Marking Arrow Removable Tape	4.000 EACH	_____.	_____.
0162	649.0650 Temporary Marking Word Removable Tape	4.000 EACH	_____.	_____.
0164	650.4000 Construction Staking Storm Sewer	97.000 EACH	_____.	_____.
0166	650.4500 Construction Staking Subgrade	6,960.000 LF	_____.	_____.
0168	650.5500 Construction Staking Curb Gutter and Curb & Gutter	13,240.000 LF	_____.	_____.
0170	650.7000 Construction Staking Concrete Pavement	6,960.000 LF	_____.	_____.
0172	650.8500 Construction Staking Electrical Installations (project) 001. 2120-17-70	LS	LUMP SUM	_____.
0174	650.8500 Construction Staking Electrical Installations (project) 002. 2400-00-72	LS	LUMP SUM	_____.
0176	650.9000 Construction Staking Curb Ramps	66.000 EACH	_____.	_____.
0178	650.9910 Construction Staking Supplemental Control (project) 001. 2120-17-70	LS	LUMP SUM	_____.
0180	650.9910 Construction Staking Supplemental Control (project) 002. 2400-00-72	LS	LUMP SUM	_____.
0182	652.0220 Conduit Rigid Nonmetallic Schedule 40 1 1/2-Inch	350.000 LF	_____.	_____.
0184	652.0225 Conduit Rigid Nonmetallic Schedule 40 2-Inch	170.000 LF	_____.	_____.





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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0186	652.0230 Conduit Rigid Nonmetallic Schedule 40 2 1/2-Inch	3,050.000 LF	_____.	_____.
0188	652.0235 Conduit Rigid Nonmetallic Schedule 40 3-Inch	970.000 LF	_____.	_____.
0190	652.0240 Conduit Rigid Nonmetallic Schedule 40 4-Inch	70.000 LF	_____.	_____.
0192	652.0330 Conduit Rigid Nonmetallic Schedule 80 2 1/2-Inch	2,425.000 LF	_____.	_____.
0194	652.0335 Conduit Rigid Nonmetallic Schedule 80 3-Inch	2,250.000 LF	_____.	_____.
0196	652.0610 Conduit Special 2 1/2-Inch	380.000 LF	_____.	_____.
0198	654.0101 Concrete Bases Type 1	11.000 EACH	_____.	_____.
0200	654.0105 Concrete Bases Type 5	1.000 EACH	_____.	_____.
0202	654.0110 Concrete Bases Type 10	19.000 EACH	_____.	_____.
0204	655.0305 Cable Type UF 2-12 AWG Grounded	2,900.000 LF	_____.	_____.
0206	657.0100 Pedestal Bases	11.000 EACH	_____.	_____.
0208	657.0255 Transformer Bases Breakaway 11 1/2-Inch Bolt Circle	1.000 EACH	_____.	_____.
0210	657.0615 Luminaire Arms Single Member 4 1/2-Inch Clamp 8-FT	2.000 EACH	_____.	_____.
0212	690.0150 Sawing Asphalt	1,140.000 LF	_____.	_____.
0214	690.0250 Sawing Concrete	2,290.000 LF	_____.	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0216	ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR	2,800.000 HRS	5.00000	14,000.00
0218	ASP.1T0G On-the-Job Training Graduate at \$5.00/HR	6,000.000 HRS	5.00000	30,000.00
0220	SPV.0035 Special 601. ENGINEERED SOIL	262.000 CY	_____.	_____.
0222	SPV.0035 Special 602. BEDDING LAYER	58.000 CY	_____.	_____.
0224	SPV.0035 Special 603. STORAGE LAYER	369.000 CY	_____.	_____.
0226	SPV.0035 Special 604. COBBLESTONES	38.000 CY	_____.	_____.
0228	SPV.0060 Special 001. TEMPORARY BUS LOADING ZONE	17.000 EACH	_____.	_____.
0230	SPV.0060 Special 002. INLET TYPE 45A	66.000 EACH	_____.	_____.
0232	SPV.0060 Special 003. INLET COVER TYPE 55	4.000 EACH	_____.	_____.
0234	SPV.0060 Special 004. INLET COVER TYPE 57	81.000 EACH	_____.	_____.
0236	SPV.0060 Special 005. MANHOLE COVER TYPE 58A	76.000 EACH	_____.	_____.
0238	SPV.0060 Special 006. ADJUSTING WATER BOXES	85.000 EACH	_____.	_____.
0240	SPV.0060 Special 007. ADJUSTING WATER MANHOLE FRAME AND LID	1.000 EACH	_____.	_____.
0242	SPV.0060 Special 008. WATER MAIN PROTECTION	3.000 EACH	_____.	_____.
0244	SPV.0060 Special 009. UTILITY LINE OPENING	28.000 EACH	_____.	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0246	SPV.0060 Special 010. SIGNATURE BEDS	3.000 EACH	_____.	_____.
0248	SPV.0060 Special 011. INLET BASKET TYPE M	213.000 EACH	_____.	_____.
0250	SPV.0060 Special 012. INLET SCREEN TYPE R	148.000 EACH	_____.	_____.
0252	SPV.0060 Special 013. INTERNAL SANITARY MANHOLE SEALS	24.000 EACH	_____.	_____.
0254	SPV.0060 Special 014. INLET TYPE 70A	1.000 EACH	_____.	_____.
0256	SPV.0060 Special 201. POLES TYPE 9	4.000 EACH	_____.	_____.
0258	SPV.0060 Special 202. POLES TYPE 10	11.000 EACH	_____.	_____.
0260	SPV.0060 Special 203. POLES TYPE 10 OVERHEIGHT	4.000 EACH	_____.	_____.
0262	SPV.0060 Special 204. POLES TYPE 12 SPECIAL	6.000 EACH	_____.	_____.
0264	SPV.0060 Special 205. POLES TYPE 13 SPECIAL	3.000 EACH	_____.	_____.
0266	SPV.0060 Special 206. CONCRETE BASES TYPE 10 SPECIAL	9.000 EACH	_____.	_____.
0268	SPV.0060 Special 207. MONOTUBE ARMS - 25 FEET	7.000 EACH	_____.	_____.
0270	SPV.0060 Special 208. MONOTUBE ARMS - 30 FEET	12.000 EACH	_____.	_____.
0272	SPV.0060 Special 209. MONOTUBE ARMS 35-FT	8.000 EACH	_____.	_____.
0274	SPV.0060 Special 210. MONOTUBE ARMS 40-FT	1.000 EACH	_____.	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0276	SPV.0060 Special 301. POLYMER CONCRETE VAULT 13-INCH x 24-INCH x 24-INCH	34.000 EACH	_____.	_____.
0278	SPV.0060 Special 302. POLYMER CONCRETE VAULT 17-INCH x 30-INCH x 24-INCH	55.000 EACH	_____.	_____.
0280	SPV.0060 Special 303. POLES TYPE 3	2.000 EACH	_____.	_____.
0282	SPV.0060 Special 304. LUMINAIRE UTILITY LED 1	7.000 EACH	_____.	_____.
0284	SPV.0060 Special 305. LUMINAIRE UTILITY LED 3	78.000 EACH	_____.	_____.
0286	SPV.0060 Special 306. LUMINAIRE UTILITY RECTANGULAR LED 3	4.000 EACH	_____.	_____.
0288	SPV.0060 Special 307. WATER TIGHT JUNCTION BOX SPLICING	33.000 EACH	_____.	_____.
0290	SPV.0060 Special 308. LUMINAIRE ARMS SINGLE MEMBER 6-FT	16.000 EACH	_____.	_____.
0292	SPV.0060 Special 309. Poles Type 14	1.000 EACH	_____.	_____.
0294	SPV.0060 Special 401. REMOVING TES MANHOLES	12.000 EACH	_____.	_____.
0296	SPV.0060 Special 402. 5-FOOT DIAMETER DOGHOUSE MANHOLE TYPE TES	7.000 EACH	_____.	_____.
0298	SPV.0060 Special 403. 4-FOOT DOGHOUSE MANHOLE TYPE TES	5.000 EACH	_____.	_____.
0300	SPV.0060 Special 404. ADJUSTING TES MANHOLE COVERS	13.000 EACH	_____.	_____.
0302	SPV.0060 Special 601. 8-INCH PVC STANDPIPE WITH DOME GRATE	8.000 EACH	_____.	_____.



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0304	SPV.0060 Special 602. INFORMATIONAL SIGN POST	3.000 EACH	_____.	_____.
0306	SPV.0060 Special 603. 6-INCH CLEANOUTS	11.000 EACH	_____.	_____.
0308	SPV.0060 Special 604. PERENNIAL BLACK EYED SUSAN 1 Gal CG	24.000 EACH	_____.	_____.
0310	SPV.0060 Special 605. PERENNIAL BLUE WONDER CATMINT 1 Gal CG	326.000 EACH	_____.	_____.
0312	SPV.0060 Special 606. PERENNIAL DWARF DAYLILLIES HAPPY RETURNS 1 Gal CG	360.000 EACH	_____.	_____.
0314	SPV.0060 Special 607. RUGOSA ROSES 3 Gal CG	34.000 EACH	_____.	_____.
0316	SPV.0060 Special 608. PERENNIAL RUSSIAN SAGE 1 Gal CG	128.000 EACH	_____.	_____.
0318	SPV.0060 Special 609. PERENNIAL BLUE FORTUNE 1 Gal CG	32.000 EACH	_____.	_____.
0320	SPV.0060 Special 610. PERENNIAL SHASTA DAISY 1 Gal CG	36.000 EACH	_____.	_____.
0322	SPV.0060 Special 611. PERENNIAL PURPLE CONEFLOWER 1 Gal CG	86.000 EACH	_____.	_____.
0324	SPV.0060 Special 612. DIABLO NINEBARK 3 Gal CG	3.000 EACH	_____.	_____.
0326	SPV.0060 Special 613. SEA GREEN JUNIPER 3 Gal CG	4.000 EACH	_____.	_____.
0328	SPV.0060 Special 614. JOE PYE WEED 1 Gal CG	19.000 EACH	_____.	_____.



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0330	SPV.0060 Special 615. RED TWIG DOGWOOD 3 Gal CG	7.000 EACH	_____.	_____.
0332	SPV.0060 Special 616. KARL FORESTER GRASS 1 Gal CG	45.000 EACH	_____.	_____.
0334	SPV.0060 Special 617. LITTLE BUNNY GRASS 1 Gal CG	30.000 EACH	_____.	_____.
0336	SPV.0060 Special 618. TIGERS EYE SUMAC 3 Gal CG	10.000 EACH	_____.	_____.
0338	SPV.0060 Special 619. INLET FRAME AND GRATE	23.000 EACH	_____.	_____.
0340	SPV.0090 Special 001. CONSTRUCTION STAKING SIDEWALK	4,770.000 LF	_____.	_____.
0342	SPV.0090 Special 002. STORM SEWER PIPE CORRUGATED PVC 12-INCH	2,018.000 LF	_____.	_____.
0344	SPV.0090 Special 003. MARKING LINE EPOXY 6-INCH	5,000.000 LF	_____.	_____.
0346	SPV.0090 Special 004. MARKING STOP LINE EPOXY 24-INCH	850.000 LF	_____.	_____.
0348	SPV.0090 Special 005. MARKING CROSSWALK EPOXY 12-INCH	2,000.000 LF	_____.	_____.
0350	SPV.0090 Special 301. CABLE TYPE 3#8/1#8 LTP	900.000 LF	_____.	_____.
0352	SPV.0090 Special 302. CABLE TYPE 3#4/1#8 LTP	3,800.000 LF	_____.	_____.
0354	SPV.0090 Special 303. CABLE TYPE 3#2/1#8 LTP	2,800.000 LF	_____.	_____.
0356	SPV.0090 Special 304. ELECTRICAL CABLE TYPE UF 3#12AWG WITH GROUND	400.000 LF	_____.	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0358	SPV.0090 Special 401. 1-DUCT CONDUIT CEMENT ENCASED DB-60	239.000 LF	_____.	_____.
0360	SPV.0170 Special 001. TEST ROLLING	70.000 STA	_____.	_____.
0362	SPV.0180 Special 001. JOINT SEALING	31,300.000 SY	_____.	_____.
0364	SPV.0195 Special 001. EXCAVATION, HAULING AND DISPOSAL OF METALS- CONTAMINATED SOIL	10.000 TON	_____.	_____.
Section: 0001			Total:	_____.
			Total Bid:	_____.





**PLEASE ATTACH SCHEDULE OF ITEMS HERE**