

# HIGHWAY WORK PROPOSAL

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

Proposal Number: **005**

<u>COUNTY</u>	<u>STATE PROJECT</u>	<u>FEDERAL</u>	<u>PROJECT DESCRIPTION</u>	<u>HIGHWAY</u>
Racine	2250-12-70	WISC 2018375	Main St/1st St Vil Waterford; Buena Park Rd To Milw Ave (Sth 36)	STH 020

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: \$320,000.00 Payable to: Wisconsin Department of Transportation	Attach Proposal Guaranty on back of this PAGE.
Bid Submittal Date: September 11, 2018 Time (Local Time): 9:00 am	Firm Name, Address, City, State, Zip Code
Contract Completion Time November 15, 2019	<b>SAMPLE</b> <b>NOT FOR BIDDING PURPOSES</b>
Assigned Disadvantaged Business Enterprise Goal 12%	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: Excavation, Base, HMA Pavement, Concrete Pavement, Curb and Gutter, Sidewalk, Pavement Marking, Signs, Structure Construction, Retaining Wall Construction, Traffic Signals, Street Lighting, Storm Sewer, Sanitary Sewer	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:  
<https://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 PM local time on the Thursday before the letting. Check the department's web site after 5:00 PM 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 PM 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:  
<https://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 department's web site listed above or by picking up the addenda at the Bureau of Highway Construction, 4<sup>th</sup> floor, 4822 Madison Yards Way, 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™ web site.
  2. Use Expedite™ software to enter a unit price for every item in the schedule of items.
  3. Submit the bid according to the requirements of Expedite™ software and the Bid Express™ 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™ web site reflecting the latest addenda posted on the department's web site at:  
<https://wisconsindot.gov/Pages/doing-bus/contractors/hcci/bid-let.aspx>  
Use Expedite™ 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™ 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™ 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™ 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™ 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™ generated schedule of items is not the same on each page.
  2. The check code printed on the printout of the Expedite™ generated schedule of items is not the same as the check code for that proposal provided on the diskette or CD ROM.

3. The diskette or CD ROM is not submitted at the time and place the department designates.

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

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

# PROPOSAL BID BOND

DT1303 1/2006

Wisconsin Department of Transportation

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

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

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

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

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

## PRINCIPAL

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

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

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

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

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

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

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

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

## NOTARY FOR PRINCIPAL

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

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

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

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

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

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

**Notary Seal**

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

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

## NOTARY FOR SURETY

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

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

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

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

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

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

**Notary Seal**

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





# CERTIFICATE OF ANNUAL BID BOND

DT1305 8/2003

Wisconsin Department of Transportation

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

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

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

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

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

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



## March 2010

## LIST OF SUBCONTRACTORS

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

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

[illegible]

**DECEMBER 2000**

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

Instructions for Certification

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

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

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

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

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

## Special Provisions

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**SPECIAL PROVISIONS**

**1. General.**

Perform the work under this construction contract for Project 2250-12-70, Main St/1<sup>st</sup> St Village of Waterford, Buena Park Rd to Milw Ave (STH 36), STH 20, Racine County, Wisconsin as the plans show and execute the work as specified in the State of Wisconsin, Department of Transportation, Standard Specifications for Highway and Structure Construction, 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.

100-005 (20171130)

**2. Scope of Work.**

The work under this contract shall consist of excavation common, base aggregate dense, concrete curb and gutter, concrete pavement, storm sewer, pavement marking, permanent signing, street lighting, traffic signals, traffic control, a bridge structure, retaining wall structures, and all incidental items necessary to complete the work as shown on the plans and included in the proposal and contract.

104-005 (20090901)

**3. Prosecution and Progress.**

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

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

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

Do not proceed with work under this contract until January 2, 2019. Do not proceed with roadwork under this contract or close STH 20 to through traffic until March 1, 2019 unless approved in writing by the engineer.

**Fish Spawning**

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

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

**Migratory Birds**

Swallow and other migratory birds' nests have been observed on or under the existing bridge. All active nests (when eggs or young are present) of migratory birds are protected under the federal Migratory Bird Treaty Act.

The nesting season for swallows and other birds is usually between May 1 and August 30. Either prevent active nests from becoming established, or apply for a depredation permit from the US Fish and Wildlife Service for work that may disturb or destroy active nests. The need for a permit may be avoided by removing the existing bridge structure prior to nest occupation by birds, or clearing nests from all structures before the nests become active in early spring. As a last resort, prevent birds from nesting by installing a suitable netting device on the remaining structure prior to nesting activity. Include the cost for preventing nesting in the cost of Removing Old Structure Over Waterway with Minimal Debris.

Complete construction operations on STH 20 from the west project limits (Station 306+25) through the Rivermoor Road intersection (Station 335+00), including work on Buena Park Road, to the stage necessary to reopen it to through traffic prior to 12:01 AM Friday August 30, 2019. Do not reopen until all finished pavement surface, including curb and gutter, concrete sidewalk, pavement marking and asphaltic surface (10-ft shared-use path and driveways) is in place and is open to one travel lane in each direction and permanent traffic signals at the Buena Park Road intersection are complete and operational.

If the contractor fails to complete the work necessary to reopen STH 20 from Buena Park Road to Rivermoor Road, or Buena Park Road to through traffic prior to 12:01 AM Friday August 30, 2019, the department will assess the contractor \$3,000 in interim liquidated damages for each calendar day that the roadway remains closed or the required work unfinished after 12:01 AM, Friday, August 30, 2019. An entire calendar day will be charged for any period of time within a calendar day that the road remains closed beyond 12:01 AM.

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

#### **4. Traffic.**

Complete all work as shown in the traffic control plans. All variations from the traffic control plans shall be approved in writing at least 48 hours prior to any traffic control change. Notify the engineer at least 48 hours prior to any traffic control changes.

Maintain emergency and local vehicular access at all times along STH 20 and all local roadways within the project limits.

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

All detour signing shall be erected and in place prior to detouring STH 20 traffic.

Stagger side road closures so that access is maintained to all residences and businesses at all times. Do not close two adjacent side roads at the same time. Do not completely close access to Augusta, Rivermoor Drive, or Evergreen Drive (east of STH 20) at any time. Maintain temporary pedestrian access at all times with one crosswalk in the general north/south direction and one crosswalk in the general east/west direction at each intersection.

Close STH 20 to through traffic from the east side of Buena Park Road to Milwaukee Avenue (STH 36) and E. Main Street from First Street to Milwaukee Street. Stage construction of STH 20 for local access between Jefferson Street and E. Main Street, including the removal of existing bridge (B-51-444) and construction of the new bridge (B-51-151) over the Fox River, and maintain one lane of traffic in each direction at all times on existing, temporary, or finished pavement surface. Stage Jefferson Street and Milwaukee Street construction to maintain one lane of traffic in each direction at all times on existing or finished pavement or temporary gravel surface for local and emergency access.

#### **Definitions**

Peak Hours: 7:00 AM to 8:30 AM Monday, Tuesday, Wednesday, Thursday, and Friday  
2:30 PM to 6:00 PM Monday, Tuesday, Wednesday, Thursday, and Friday

Off Peak Hours: 8:30 AM to 2:30 PM Monday, Tuesday, Wednesday, Thursday, and Friday  
6:00 PM to 7:00 AM Monday, Tuesday, Wednesday, Thursday, and Friday

Within the areas of construction that are closed to through traffic, maintain a wide enough surface (pavement or graded aggregate material only) for two lanes of vehicular travel during peak hours. Temporary travel widths may be reduced to accommodate only one lane of travel during off peak hours at locations less than 100-ft long (i.e. to construct culverts or storm sewer crossing). Conform to the "Traffic Control for Lane Closure with Flagging Operation" details as shown in the plans for closing the roadway to only one lane of traffic. All items associated with flagging operations are incidental to the contract.

A full closure of STH 20 at Station 332+85 for the removal of structure C-51-21 is allowed during non-peak hours, only when the Fox River Middle School, Evergreen Elementary School, and Waterford Union High School are not in session (estimated at June 10, 2019 through August 30, 2019). Open STH 20 to two travel lanes for local and emergency access (on a graded gravel surface) during peak hours. Notify the engineer at least 10 days in advance of a full road closure.

Completely backfill open trench excavations to existing or finished grade at the end of each workday. In areas of pavement removals or excavation alongside live traffic lanes (live traffic within 6-feet), grade vertical drop-offs of greater than 3-inches with base aggregate at a 3:1 slope at the end of each work day. Payment for placement and removal of base aggregate used for temporary grading along drop-off areas is incidental to the contract.

### **Special Event Restrictions:**

#### *St. Thomas Country Fair*

Provide a minimum of two travel lanes (graded gravel surface) within the work zone and do not perform work on, nor haul materials of any kind along or across any portion of First Street (STH 20) between E. Main Street and Weber Street, 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 period:

- From noon Thursday June 6, 2019 to 6:00 AM Monday, June 10, 2019.

#### *Balloon Fest*

Provide a minimum of two travel lanes (graded gravel surface) within the work zone east of Buena Park Road and do not perform work on, nor haul materials of any kind along or across any portion of W. Main Street (STH 20) between the west project limits and Rivermoor Road including Buena Park Road, 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 period:

- From noon Friday, July 19, 2019 to 6:00 AM Monday, July 22, 2019.

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

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

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

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

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

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

Do not perform work on, nor haul materials of any kind along or across any portion of the highway carrying STH 20 traffic, and entirely clear the traveled way and shoulders of such portions of the highway of equipment, barricades, signs, lights, and any other material that might impede the free flow of traffic during the following holiday periods:

- From noon Friday, May 24, 2019 to 6:00 AM Tuesday, May 28, 2019 for Memorial Day;
- From noon Wednesday, July 3, 2019 to 6:00 AM Friday, July 5, 2019 for Independence Day;
- From noon Friday, August 30, 2019 to 6:00 AM Tuesday, September 3, 2019 for Labor Day.

stp-107-005 (20050502)

## 6. Utilities.

This contract comes under the provision of Administrative Rule Trans 220.

There are underground utility facilities located within the project limits. There are known utility adjustments required for this construction project. 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 per statutes. Use caution to insure the integrity of underground and overhead facilities.

Some of the work described below is dependent on prior work being performed by the contractor at a specific site. In such situations, provide a good faith notice to both the engineer and the affected utility of when the utility is to start work at the site. Provide this notice 14 to 16 calendar days in advance of when you anticipate the prior work being completed and the site will be available to the utility. Follow-up with and provide a confirmation notice to the engineer and the utility not less than 3 working days before the site will be ready for the utility to begin its work.

Bidders are advised to contact each utility company listed in the plans prior to preparing their bids, to obtain current information on the status of any utility within the project work limits.

All stationing and offsets are measured from the STH 20 reference line unless noted otherwise. Known utilities on the project are as follows:

**ATC Management, Inc.** has overhead electric transmission lines on the east side of STH 36. These facilities are not anticipated to be in conflict with the project.

**Charter Communications** has both overhead and underground facilities. Overhead lines are located on We Energies Electric poles. Underground conduits are along STH 20 in the following locations:

- Station 318+50 to Station 324+00 along the north side.
- Station 393+55 to Station 395+71 along the west side.

Charter Communications will be relocating their facilities in conflict with this project in 2018 prior to road construction. Contact Pete Kruzela, (414) 908-1339 or [pete.kruzela@charter.com](mailto:pete.kruzela@charter.com), to obtain more information on the status or location of Charter's facilities.

**TDS Telecom** has underground telecommunication conduit in the following locations:

- Copper cable along the north side of STH 20 between the western project limits and Racine Street.
- Fiber optic and copper cables along both sides of STH 20 between Weber Street and River Road.
- Fiber optic and copper cables along the west side of STH 20 between River Road and STH 36.
- Cable along the south side of STH 20 in front of the Evergreen Elementary School.
- Cable along the west side of Buena Park Road and Jefferson Street.

TDS Telecom will be relocating their facilities in conflict with this project in 2018 prior to road construction. Contact Matt Schulte, (262) 754-3063 or [matt.schulte@tdstelecom.com](mailto:matt.schulte@tdstelecom.com), to obtain more information on the status or location of TDS Telecom's facilities.

Several existing TDS facility locations left to remain in place are in close proximity to roadway construction operations. Protect in place these facilities so as not to disturb with road construction operations. Contact Matt Schulte or Erik Borgen, (608) 664-4438 or [erik.borgen@tdstelecom.com](mailto:erik.borgen@tdstelecom.com), at least 3 working days in advance to coordinate a TDS representative on site to oversee construction operations near the following locations:

At Station 80+18 LT 10' & 80+47 LT 10' a 1800 copper cable will need to be protected in place when the proposed storm are installed.

At Station 369+45 LT 25' & RT 28' (12) 4" ducts will need to be protected in place when the proposed storm is installed.

At Station 380+18 LT 12' & RT 2' a 72 & 48 fiber will need to be protected in place when the proposed storm is installed.

At Station 383+31 RT 28' a 72 & 48 fiber will need to be protected in place when the proposed storm is installed.

At Station 398+80 RT 31' & a 72 & 48 fiber will need to be protected in place when the proposed storm is installed.

At Station 398+82 RT 39' & a 96 fiber will need to be protected in place when the proposed storm is installed.

At Station 403+87 LT 7' & a 600 copper cable will need to be protected in place when the proposed storm is installed.

**Village of Rochester** has sanitary sewer along STH 20 between Walnut Drive and STH 36. Village sanitary manhole frames and grates will be replaced and adjusted under this contract as non-participating work. Contact Chris Birkett, (262) 332-1017 or [cbirkett@rochesterwi.us](mailto:cbirkett@rochesterwi.us), for more information regarding the Village of Rochester's sanitary facilities.

**Village of Waterford (Lighting)** has street lighting conduit in the following locations:

- Along the south side of STH 20 between S Water Street and Jefferson Street.
- Along the north side of STH 20 between Jefferson Street and River Street.
- Along the east side of STH 20 between E Main Street and River Road.
- Along the west side of STH 20 between E Main Street and approximately 100 feet south of E Main Street.
- Along both sides of E Main Street between S 1<sup>st</sup> Street and S 3<sup>rd</sup> Street.

These facilities will be replaced in conjunction with new street lighting as non-participating items under the roadway contract.

**The Village of Waterford (Sanitary)** has sanitary sewer facilities in the following locations:

- Along the north side of STH 20 between Buena Park Road and Station 330+60.
- Along the south side of STH 20 between Augusta Way and Rivermoor Road.
- Along the north side of STH 20 between Rivermoor Road and S Water Street.
- Along the south side of STH 20 between S Water Street and Jefferson Street.
- Along both sides of STH 20 between Jefferson Street and River Street.

The village relocated sanitary facilities that were in conflict with this project in 2018 prior to road construction. Contact Jim Bergles, (262) 534-3980 or [jbergles@waterfordwi.org](mailto:jbergles@waterfordwi.org), to obtain information on the current location of those facilities. Village sanitary manholes will be adjusted under this contract as non-participating work.

**Village of Waterford (Water)** has water main facilities in the following locations:

- Along the north side of STH 20 between Buena Park Road and just east of Augusta Way.
- Along the south side of STH 20 from just east of Augusta Way to Rivermoor Road.
- Along the north side of STH 20 between Rivermoor Road and E Main Street (water main crosses the Fox River on the north side of the bridge).
- Along the east side of STH 20 between E Main Street and Walnut Drive.
- Along the west side of Buena Park Road from STH 20 to the northern project limits.
- Along the east side of Jefferson Street.
- Along the north side of E Main Street.

The village relocated water main facilities that were in conflict with this project in 2018 prior to road construction. Contact Jim Bergles, (262) 534-3980 or [jbergles@waterfordwi.org](mailto:jbergles@waterfordwi.org), to obtain information on the current location of those facilities. Village water main manholes and valve boxes will be adjusted under this contract as non-participating work.

**Waterford Graded School District (telecommunications)** intends to install underground conduit during the project.

Along the south side of the road, in the terrace, 2-feet deep

Contact the school district at least 1 week in advance of when they may begin trenching their conduit in the terrace on the south side of the roadway. Allow the school district 5 working days to complete their work while the south side of the roadway is under construction. Contact the Waterford Graded School District Technology Administrator, Kannan Heath at (262) 514-8200 Ext. 6001 or

[heath@waterford.k12.wi.us](mailto:heath@waterford.k12.wi.us), for more information of location of the conduit and to coordinate construction sequencing.

**We Energies (Electric)** has overhead electric lines in the following locations:

- Along the south side of STH 20 from the western project limits to Racine Street.
- Along the west side of STH 20 between E Main Street and STH 36.
- Along the east side of Buena Park Road.
- Along the east side of Jefferson Street.

There is underground electric conduit in the following locations:

- Along the south side of STH 20 between S Water Street and River Street.

WE Energies Electric will be relocating their facilities in conflict with this project in 2018 prior to road construction. Contact Scott Kuyken, (630) 324-5199 or [scott.kuyken@we-energies.com](mailto:scott.kuyken@we-energies.com), to obtain more information on the status or location of WE Energies Electric's facilities.

**We Energies (Gas)** has underground gas lines along STH 20 in the following locations:

- 4" PE along the south side between the western project limits and S Water Street.
- 2" ST along the north side between Rivermoor Drive and Racine Street.
- 2" PE along the south side between S Water Street and just east of Jefferson Street.
- 2" ST along both sides between Jefferson Street and River Street.
- 4" ST along the west side between E Main Street and N River Road.
- 8" ST along the west side between Elizabeth Street and just south of N River Road.
- 10" ST along the west side between N River Road and STH 36.
- 20" ST along the east side between N River Road and STH 36.
- 20" ST along the south side between the western project limits and Buena Park Road.

WE Energies Gas will be relocating their facilities in conflict with this project in 2018 prior to road construction. Contact Joe Divito, (630) 324-5122 or [jdivito@primeraeng.com](mailto:jdivito@primeraeng.com), to obtain more information on the status or location of WE Energies Gas' facilities.

**Western Racine County Sewerage District (WRCSD)** has sanitary sewer crossing STH 20 at Evergreen Drive. WRCSD sanitary manhole frames and grates will be replaced and adjusted under this contract as non-participating work. Contact Jeff Bratz, (262) 206-1323 or [wrcsd@tds.net](mailto:wrcsd@tds.net), for more information regarding the WRCSD's sanitary facilities.

**Wisconsin Department of Transportation (Lighting)** does not own existing street lighting facilities along the project. Existing street lighting facilities are owned and operated by the Village of Waterford and We Energies (Electric). New street lighting facilities will be installed under the roadway contract.

**Wisconsin Department of Transportation (Signals)** has overhead mast arms, traffic signal poles, underground traffic signal conduit, and pull boxes in the following locations:

- STH 20 and Buena Park Road intersection.
- STH 20 and Jefferson Street intersection.
- STH 20: Main Street and First Street intersection.
- STH 20 and STH 36 intersection (modifications to the west approach).

The traffic signal facilities at Buena Park Road, Jefferson Street, and First/Main Street will be replaced as participating items with the project. Contact Dave Brantner, (262) 548-8735 or [david.brantner@dot.wi.gov](mailto:david.brantner@dot.wi.gov), for more information regarding WisDOT traffic signal facilities.

## 7. Other Contracts

Modifications to the traffic control plan may be required by the engineer to coordinate work undertaken by others. The following contracts are anticipated to be under construction within the time period of the contract, unless otherwise indicated:

**Village of Waterford Project:**

S. Milwaukee Street, E. Main Street to Elizabeth Street– 2019 construction season only.

**8. Information to Bidders, WPDES General Construction Storm Water Discharge Permit.**

The department has obtained coverage through the Wisconsin Department of Natural Resources to discharge storm water associated with land disturbing construction activities of this contract under the Wisconsin Pollutant Discharge Elimination System General Construction Storm Water Discharge Permit (WPDES Permit No. WI-S066796-1). A certificate of permit coverage is available from the regional office by contacting Brian Boothby at (414) 416-9536. Post the permit in a conspicuous place at the construction site.

stp-107-056 (20180628)

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

The department has obtained a U.S. Army Corps of Engineers Section 404 permit. Comply with the requirements of the permit in addition to requirements of the special provisions. A copy of the permit is available from the regional office by contacting Brian Boothby at (414) 416-9536.

stp-107-054 (20080901)

**10. Erosion Control**

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

Provide the ECIP 14 calendar days prior to the pre-construction conference. Provide 1 copy of the ECIP to WisDOT and 1 copy of the ECIP to the WDNR Liaison (*insert DNR liaison contact information here*). Pursue operations in a timely and diligent manner, continuing all construction operations methodically from the initial removals and topsoil stripping operations through the subsequent grading, paving, and re-topsoiling to minimize the period of exposure to possible erosion. Do not implement the ECIP until it has been approved by the department.

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

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

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

Do not pump water from the construction site to a storm water conveyance without the water first passing through a sediment trap or filter bag.

**11. Erosion Control Structures.**

Within seven calendar days after beginning work on the bridge superstructure, place all permanent erosion control devices, including riprap, erosion mat, ditch checks, seed, fertilizer, mulch, soil stabilizer, or any other item required by the contract or deemed necessary by the engineer. These devices shall be in place in the area under the bridge and on both sides of the roadway, from the waterway to a point 100-feet behind the backwall of the abutment. Within said limits, place these devices to a height equivalent to the calculated water elevation resulting from a storm that occurs on the average of once every two years (Q2) as shown on the plan, or as the engineer directs. Before initial construction operations, place turbidity barriers, silt screens, and other temporary erosion control measures as the plans show, and remove them after the permanent erosion control devices are in place unless directed otherwise by the engineer.



In the event that construction activity does not disturb the existing ground below the Q2 elevation, the above timing requirements for permanent erosion control shall be waived.

stp-107-070 (20030820)

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

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

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

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

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

Complete the inspection and removal procedure before equipment is brought to the project site and before the equipment leaves the project site.

stp-107-055 (20130615)

## **13. Maintaining Drainage.**

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

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

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

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

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

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

sef-107-016 (20170310)

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

The Fox River is classified as federal navigable waterway under standard spec 107.19

stp-107-060 (20171130)

Obtain all permits prior to construction per standard spec 107.19, including the WDNR Waterway Marker Application and Permit. According to WDNR, the general steps for submission of a Waterway Marker Application and Permit are as follows:

1. Fill out the Waterway Marker Application and Permit form (8700-058):  
<http://dnr.wi.gov/files/PDF/forms/8700/8700-058.pdf>. List the Department of Transportation as the applicant.
2. Be sure to include an aerial map-diagram or engineered-diagram of the work location and the placement of the waterway markers (buoys). If proposed GPS coordinates for each buoy are not provided, then markers placed on the diagram shall show distance (in feet) from each marker location and from one permanent fixture as a benchmark.
3. Provide the completed application/permit to the local municipality(ies) having jurisdictional authority over the area in which the waterway markers will be placed. Obtain their signature if they concur.
4. Forward the signed application/permit to the Boating Program Specialist:  
Penny Kanable, Boating Program Specialist  
Bureau of Law Enforcement  
Wisconsin Department of Natural Resources  
(608) 228-9352  
[penny.kanable@wisconsin.gov](mailto:penny.kanable@wisconsin.gov)

The Boating Program Specialist will communicate with the local Warden and Recreational Safety Warden in processing and finalizing the permit. If the permit application is incomplete or additional information is needed, the Boating Program Specialist will work with the DNR's Regional DOT Liaison to resolve.

5. Obtain a final permit approval letter and copy of the signed application/permit from the Recreational Boating Program Specialist.
6. If a local ordinance is also required, submit this at the same time as Waterway Marker Application and Permit. Helpful guidelines to assist you in this process can be obtained by reviewing the DNR Publication "Guidelines for Creating Local Boating Ordinances and Placing Waterway Markers In Wisconsin Waters", which can be obtained at:  
<https://dnr.wi.gov/files/PDF/pubs/le/LE0317.pdf>

The last page of this document also lists the contact information for the Regional Recreational Safety Warden, who is also available to assist with any questions.

## **15. 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 10:00 PM until the following 6:00 AM, unless prior written approval is obtained from the engineer and from the Village of Waterford Village Board.

## **16. 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 before the start of work under this contract and hold two meetings per month thereafter. The contractor shall arrange for a suitable location for meetings that provides reasonable accommodation for public involvement. The department will prepare and coordinate publication of the meeting notices and mailings for meetings. The contractor shall schedule meetings with at least 2 weeks' prior notice to the engineer to allow for these notifications.

stp-108-060 (20141107)

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

The Fox River Airport is located within 2 miles of the project site. File a Notice of Proposed Construction or Alteration (form 7460-1) with the Federal Aviation Administration (FAA) a minimum of 45 days prior to construction.

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

## **18. Notice to Contractor – Protection of Archaeological Sites**

*Supplement standard spec 107.9 with the following:*

Areas of potential archeological significance have been identified within the project corridor.

No ground disturbance will be allowed outside the slope intercept in this area.

Archeological Area: St. Thomas Aquinas Church Cemetery (BRA-0022) (Station 328+65 to Station 331+13).

The St. Thomas Aquinas Church Cemetery is in close proximity to roadway construction.

An archeologist shall be on site at all times when excavation is taking place adjacent to this site to monitor construction activities.

An archaeologist qualified to excavate human burial sites (per Wis. Stats. 157.70 (1) (i) and Wis. Admin Code § HS 2.04 (6) (a)) will oversee the monitoring activities. The WisDOT PM/Construction Engineer shall take measures to ensure that cemetery site BRA-0022 is not used for borrow or waste disposal and the site area should not be used for the staging of personnel, equipment and/or supplies.

Coordinate with WisDOT Bureau of Technical Services – Environmental Process and Document Section (BTS - EPDS) at (608) 266-0099 in regards to scheduling the archaeologist. A two week advance notice of any ground disturbance is required to ensure availability of the archaeologist.

No ground disturbing activities should occur beyond the currently proposed project area without prior permission from the WHS in the area near cemetery site: BWT-0035, per Wis. Stat. 157.70.

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

The department completed a review of environmental documents and databases for soil contamination at locations within this project where excavation is required. The review indicated that petroleum-contaminated soil and groundwater may be present beyond the project limits at the following locations:

1. Station 356+50 to 357+50, beyond project limits right (Former Pugh Oil/Uncle Harry's Custard, 100 S. Jefferson St., WDNR BRRTS No. 03-52-001480, Closed LUST Site).
2. Station 358+20 to 359+50, beyond project limits left (Former Handy Pantry/Waterford Food Mart, 232 W. Main St., WDNR BRRTS No. 03-52-001144, Closed LUST Site).

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

The Hazardous Materials Report is available by contacting:

Andrew Malsom  
WisDOT SE Region  
141 NW Barstow St.  
Waukesha, WI 53187  
(262) 548-6705

107-100 (20050901)

## **20. Notice to Contractor, Notification of Demolition and/or Renovation No Asbestos Found.**

James Gondek, License Number All-108099, inspected Structure B-51-444 for asbestos on April 22, 2011. No regulated Asbestos Containing Material (RACM) was found on this structure. A copy of the inspection report is available from: Justin Suydam, SE Region Project Manager at (262) 548-8745 or [Justin.suydam@dot.wi.gov](mailto:Justin.suydam@dot.wi.gov).

In accordance with NR447 and DHS159, ensure that DNR or DHS receives a completed Notification of Demolition and/or Renovation (DNR Form 4500-113 (R 4/11), or subsequent revision) via U.S. mail, hand-delivery, or using the online notification system at least 10 working days before beginning any construction or demolition. Pay all associated fees. Provide a copy of the completed 4500-113 form to Justin Suydam at (262) 548-8745 and DOT BTS-ESS attn: Hazardous Materials Specialist, PO Box 7965, Madison, WI 53707-7965. In addition, comply with all local or municipal asbestos requirements.

Use the following information to complete WisDNR form 4500-113:

- Site Name: Structure B-51-444, STH 20 over Fox River
- Site Address: 1.3M E JCT STH 83 TO N
- Ownership Information: WisDOT Transportation Southeast Region, 141 NW Barstow St, PO Box 798, Waukesha, WI 53187
- Contact: Justin Suydam
- Phone: (262) 548-8745
- Age: 79 years old. This structure was constructed in 1939 with a new superstructure constructed in 1986.
- Area: 8,357 SF of deck

Insert the following paragraph in Section 6.g.:

- If asbestos not previously identified is found or previously non-friable asbestos becomes crumbled, pulverized, or reduced to a powder, stop work immediately, notify the engineer, and the engineer will notify the department's Bureau of Technical Services at (608) 266-1476 for an emergency response as specified in standard spec 107.24. Keep material wet until it is abated or until it is determined to be non-asbestos containing material.

stp-107-125 (20120615)

## **21. Notice to Contractor – Traffic Signal Equipment Lead Time.**

Order traffic signal equipment as soon as possible to assure the equipment is procured in a timely fashion and, therefore, installed, inspected, and ready for turn-on at the required date.

## **22. Traffic Signals, General.**

All work shall be according to the plans and the State of Wisconsin Department of Transportation Standard Specifications for Highway and Structure Construction, 2018 Edition, and these special provisions.

Note that failure to comply with the state standards and specifications may result in the cost of the corrections to be made at the contractor's expense. Also, any additional disruption of department-owned facilities shall be repaired or relocated as needed at the contractor's expense.

Notify the department's Electrical Field Unit at (414) 266-1170 at least three weeks prior to the beginning of the traffic signal work.

Furnish the engineer with material lists and specifications of all traffic control equipment for approval prior to installation.

## 23. Clearing and Grubbing – Emerald Ash Borer.

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

*Supplement standard spec 201.3 with the following:*

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

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

1. 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.
2. 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.
3. 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.
4. White ash (*F. americana*) tends to occur primarily in upland forests, often with *Acer saccharum*.

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

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

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

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

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

#### **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):

1. The emerald ash borer, *Agrilus planipennis* Fairmaire in any living stage.
2. Ash trees.
3. Ash limbs, branches, and roots.
4. Ash logs, slabs or untreated lumber with bark attached.
5. Cut firewood of all non-coniferous species.
6. Ash chips and ash bark fragments (both composted and uncomposted) larger than one inch in diameter.
7. 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

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

### Chipped Ash Trees

1. 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.
2. May be buried on site within the right-of-way according to standard spec 201.3 (14).
3. 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).
4. May be trucked to a licensed landfill within the quarantined zone with the engineer's approval according to standard spec 201.3 (15).
5. Burning chips is optional if in compliance with standard spec 201.3.
6. 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**.
7. Chipper equipment must be cleaned following post-chipping activities to ensure no spread of wood chip debris into non-quarantined counties.

### Ash logs, Branches, and Roots

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

### Furnishing and Planting Plant Materials

*Supplement standard spec 632.2.2 with the following:*

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

### Updates for Compliance

Each year, as a service, the Wisconsin department of agriculture, trade and consumer protection distributes an updated federal CFR listing to nursery license holders and other affected persons in this state. More frequent updates, if any, are available on the Department of Agriculture, Trade, and Consumer Protection (DATCP) website at [www.datcp.state.wi.us](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.

**24. Removing Old Structure Over Waterway With Minimal Debris Station 365+02, Item 203.0600.S.01.**

Conform to standard spec 203 as modified in this special provision.

*Add the following to standard spec 203:*

**203.3.6 Removals Over Waterways and Wetlands**

**203.3.6.2 Removing Old Structure Over Waterway with Minimal Debris**

(1) Remove the existing Structure B-51-444 over the Fox River in large sections and conforming to the contractor's approved structure removal and clean-up plan. During superstructure removal, prevent all large pieces and minimize the number of small pieces from entering the waterway or wetland. Remove all reinforcing steel, all concrete, and all other debris that falls into the waterway or wetland. The contractor may leave limited amounts of small concrete pieces scattered over the waterway floor or wetland only if the engineer allows.

(2) Submit a structure removal and clean-up plan as part of the erosion control implementation plan required under standard spec 107.20. Do not start work under the structure removal and clean-up plan without the department's written approval of the plan. Include the following information in the structure removal and clean-up plan:

- Methods and schedule to remove the structure.
- Methods to control potentially harmful environmental impacts.
- Methods for superstructure removal that prevent all large pieces and minimize the number of small pieces from entering the waterway or wetlands.
- Methods to control dust and contain slurry.
- Methods for removing piers and abutments. If blasting in water, include restrictions that regulatory agencies and the contract require.
- Methods for cleaning the waterway or wetlands.

(3) If stockpiling spoil material, place it on an upland site an adequate distance from the waterway, wetland, or any open water created by excavation. Install silt fence between the spoil pile and the waterway, wetland, or excavation site.

*Add the following Removing Old Structure bid item to standard spec 203.5.1:*

ITEM NUMBER	DESCRIPTION	UNIT
203.0600.S.01	Removing Old Structure Over Waterway With Minimal Debris Station 365+02	LS

stp-203-020 (20170615)

**25. Removing Distribution Center, Item 204.9060.S.101.**

**A Description**

This special provision describes removing an existing highway lighting distribution center and electrical service pedestal as shown on the plans, according to the pertinent provisions of standard spec 204, and as hereinafter provided.

**B (Vacant)**

**C Construction**

Remove the lighting distribution center and the electrical service pedestal and dispose off the project site.

The department will issue the demolition request to WE-Energies. Coordinate with the utility for disconnection of services. The department will pay any fees charged by the utility.

Removal of the concrete base will be paid under a separate bid item.

**D Measurement**

The department will measure Removing Distribution Center by each individual unit; acceptably completed.



## **E Payment**

*Add the following to standard spec 204.5:*

ITEM NUMBER	DESCRIPTION	UNIT
204.9060.S.101	Removing Distribution Center	EACH

Payment is full compensation for removal of the distribution center, electrical service pedestal, and for utility coordination for the services.

SER-204.18 (20170407)

## **26. Removing Lighting Units, Item 204.9060.S.102.**

### **A Description**

This special provision describes the removing lighting units as shown on the plans, according to the pertinent provisions of standard spec 204, and hereinafter provided.

### **B Materials**

All removed material shall become the property of the contractor and be disposed off the project site. Lamps, which are considered a hazardous material, become property of the contractor and shall be disposed of in an environmentally sound manner.

### **C Construction**

Remove lighting units consisting of pole, arm, luminaire, lamp, wires, breakaway device, and associated hardware and appurtenances.

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

### **D Measurement**

The department will measure Removing Lighting Units by each individual unit removed, acceptably completed.

### **E Payment**

*Add the following to standard spec 204.5:*

ITEM NUMBER	DESCRIPTION	UNIT
204.9060.S.102	Removing Lighting Units	EACH

SER-204.15 (20171021)

## **27. Removing Traffic Signals STH 20 & CTH W/Buena Park Road, Item 204.9105.S.01; STH 20 & Jefferson Street, Item 204.9105.S.02; STH 20 & E. Main Street, Item 204.9105.S.03; STH 36 & STH 20, Item 204.9105.S.07.**

### **A Description**

This special provision describes removing existing Traffic Signals at the STH 20 intersections with CTH W/Buena Park Road, Jefferson Street, and E. Main Street as shown on the plans, according to the pertinent provisions of standard spec 204, and as hereinafter provided. Specific removal items are noted in the plans.

### **B (Vacant)**

### **C Construction**

Arrange for the de-energizing of the traffic signals with the local electrical utility after receiving approval from the engineer that the existing traffic signals can be removed.

Notify the department's Electrical Field Unit at (414) 266-1170 at least three working days prior to the removal of the traffic signals. Complete the removal work as soon as possible following shut down of this equipment.



The department assumes that all equipment is in good condition and in working order prior to the contractor's removal operation. Prior to removal, inspect and provide a list of any damaged or non-working traffic signal equipment to the engineer. Any equipment not identified as damaged or not working, prior to removal, will be replaced by the contractor at no cost to the department.

Remove all standards and poles per plan from their concrete footings and disassemble out of traffic. Remove the transformer bases from each pole. Remove the signal heads, emergency vehicle preemption heads (evp), mast arms, luminaires, wiring/cabling, and traffic signal mounting devices from each signal standard, arm or pole. Ensure that all access hand-hole doors and all associated hardware remain intact. Dispose of the underground signal cable, internal wires and street lighting cable off the state right-of-way. Deliver the remaining materials to the West Allis Electrical Service Facility at 935 South 60<sup>th</sup> Street, West Allis, Milwaukee County. Contact the department's Electrical Field Unit at (414) 266-1170 at least five working days prior to delivery to make arrangements.

Department forces will remove the signal cabinet from the footing. The signal cabinet and associated signal cabinet equipment will be removed from the site by department forces and will remain the property of the department.

#### **D Measurement**

The department will measure Removing Traffic Signals (location) as a single lump sum of work for each intersection, acceptably completed.

#### **E Payment**

*Add the following to standard spec 204.5:*

ITEM NUMBER	DESCRIPTION	UNIT
204.9105.S.01	Removing Traffic Signals STH 20 & CTH W/Buena Park Road	LS
204.9105.S.02	Removing Traffic Signals STH 20 & Jefferson Street	LS
204.9105.S.03	Removing Traffic Signals STH 20 & E. Main Street	LS
204.9105.S.07	Removing Traffic Signals STH 36 & STH 20	LS

### **28. Removing Loop Detector Wire and Lead-in Cable STH 20 & CTH W/Buena Park Road, Item 204.9105.S.04; STH 20 & Jefferson Street, Item 204.9105.S.05; STH 36 & STH 20, Item 204.9105.S.06.**

#### **A Description**

This special provision describes removing loop detector wire and lead-in cable at the STH 20 intersections with CTH W/Buena Park Road, Jefferson Street, and STH 36/83 as shown on the plans, according to the pertinent provisions of 204 of the standard specs, and as hereinafter provided.

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

#### **C Construction**

Notify the department's Electrical Field Unit at (414) 266-1170 at least five working days prior to the removal of the loop detector wire and lead-in cable.

Remove and dispose of detector lead-in cable including loop wire for abandoned loops off the project site.

#### **D Measurement**

The department will measure Remove Loop Detector Wire and Lead-in Cable as a single lump sum unit for each intersection, acceptably completed.

#### **E Payment**

*Add the following to standard spec 204.5:*

ITEM NUMBER	DESCRIPTION	UNIT
204.9105.S.04	Removing Loop Detector Wire and Lead-In Cable STH 20 & CTH W/Buena Park Road	LS
204.9105.S.05	Removing Loop Detector Wire and Lead-In Cable STH 20 & Jefferson Street	LS
204.9105.S.06	Removing Loop Detector Wire and Lead-In Cable STH 36 & STH 20	LS

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

### **A Description**

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

This special provision describes excavating, loading, hauling, and disposing of petroleum contaminated soil at a DNR approved bioremediation facility. The closest DNR approved bioremediation facilities are:

Advanced Disposal Emerald Park Landfill  
W124S10629 South 124<sup>th</sup> Street  
Muskego, WI 53150  
(414) 529-1360

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

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 Locations**

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

Testing indicated that petroleum-contaminated soil is present at the following location as shown on the plans:

1. Station 343+05 to 343+80 from 60 feet right of reference line to project limits right, from approximately 1 to 14+ feet below grade. The estimated volume of contaminated soil to be excavated at this location is 116 cubic yards (approximately 197 tons using a conversion factor of 1.7 tons per cubic yard).
2. Station 360+00 to 361+30 from reference line to project limits right, from approximately 4 to 8+ feet below grade. The estimated volume of contaminated soil to be excavated at this location is 140 cubic yards (approximately 238 tons using a conversion factor of 1.7 tons per cubic yard).
3. Station 361+30 to 361+75 from reference line to project limits right, from approximately 1 to 6 feet below grade. The estimated volume of contaminated soil to be excavated at this location is 163 cubic yards (approximately 277 tons using a conversion factor of 1.7 tons per cubic yard).
4. Station 361+30 to 362+60 from reference line to project limits left, from approximately 1 to 8+ feet below grade. The estimated volume of contaminated soil to be excavated at this location is 495 cubic yards (approximately 842 tons using a conversion factor of 1.7 tons per cubic yard).
5. Station 361+75 to 362+60 from reference line to project limits right, from approximately 1 to 8+ feet below grade. The estimated volume of contaminated soil to be excavated at this location is 443 cubic yards (approximately 753 tons using a conversion factor of 1.7 tons per cubic yard).
6. Station 363+45 to 364+30 from reference line to project limits left, from approximately 1 to 8+ feet below grade. The estimated volume of contaminated soil to be excavated at this location is 224 cubic yards (approximately 381 tons using a conversion factor of 1.7 tons per cubic yard).
7. Station 363+80 to 364+30 from reference line to project limits right, from approximately 4 to 8+ feet below grade. The estimated volume of contaminated soil to be excavated at this location is 94 cubic yards (approximately 160 tons using a conversion factor of 1.7 tons per cubic yard). Petroleum-contaminated groundwater is present at this location at a depth of approximately 8 feet bgs.
8. Station 102+30 to 102+70 from 20 feet right of reference line to project limits right, from approximately 1 to 6 feet below grade. The estimated volume of contaminated soil to be

excavated at this location is 29 cubic yards (approximately 49 tons using a conversion factor of 1.7 tons per cubic yard).

9. Station 103+25 to 103+55 from 10 feet to 35 feet right of reference line, from approximately 1 to 6 feet below grade. The estimated volume of contaminated soil to be excavated at this location is 52 cubic yards (approximately 88 tons using a conversion factor of 1.7 tons per cubic yard).
10. Station 104+30 to 105+00 from reference line to project limits right, from approximately 1 to 8+ feet below grade. The estimated volume of contaminated soil to be excavated at this location is 175 cubic yards (approximately 298 tons using a conversion factor of 1.7 tons per cubic yard).
11. Station 105+00 to 105+75 from reference line to project limits right, from approximately 4 to 8+ feet below grade. The estimated volume of contaminated soil to be excavated at this location is 59 cubic yards (approximately 100 tons using a conversion factor of 1.7 tons per cubic yard).
12. Station 105+30 to 106+20 from reference line to 35 feet left of reference line, from approximately 1 to 8+ feet below grade. The estimated volume of contaminated soil to be excavated at this location is 191 cubic yards (approximately 325 tons using a conversion factor of 1.7 tons per cubic yard).
13. Station 105+75 to 107+50 from reference line to project limits right, from approximately 1 to 8+ feet below grade. The estimated volume of contaminated soil to be excavated at this location is 567 cubic yards (approximately 964 tons using a conversion factor of 1.7 tons per cubic yard).
14. Station 108+85 to 109+50 from reference line to project limits right, from approximately 1 to 8+ feet below grade. The estimated volume of contaminated soil to be excavated at this location is 295 cubic yards (approximately 502 tons using a conversion factor of 1.7 tons per cubic yard).
15. Station 109+50 to 110+15 from reference line to project limits right, from approximately 4 to 8+ feet below grade. The estimated volume of contaminated soil to be excavated at this location is 109 cubic yards (approximately 185 tons using a conversion factor of 1.7 tons per cubic yard).

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

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

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

### **A.3 Excavation Management Plan**

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

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

#### **A.4 Coordination**

Coordinate work under this contract with the environment consultant:

Consultant: TRC Environmental Corporation  
Address: 150 N. Patrick Blvd., Ste. 180, Brookfield, WI 53045  
Contact: Bryan Bergmann  
Phone: (262) 901-2126 office, (262) 227-9210 cell  
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The role of the environmental consultant will be limited to:

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

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

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

Identify the DNR approved bioremediation facility that will be used for 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 bioremediation facility. Do not transport contaminated soil offsite without prior approval from the environmental consultant.

#### **A.5 Health and Safety Requirements**

*Add the following to standard spec 107.1:*

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

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

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

#### **C Construction**

*Add the following to standard spec 205.3:*

Control operations in the contaminated areas to minimize the quantity of contaminated soil excavated and to ensure that excavations do not extend beyond the minimum required to construct utilities and highway improvements unless expressly directed to do so by the engineer.

Assist the environmental consultant in determining the extent of contaminated soil (if any) and/or presence of underground storage tanks, by performing a backhoe test pit investigation, as directed by the environmental consultant, in the following areas:

- Mike Webb Flooring, 219 W. Main St., Station 360+40 to 360+90, from reference line to project limits right. This location was a former gasoline filling station. A 1926 Sanborn Map shows two gasoline tanks along the north side of the building. It is not known if the tanks have been removed or are still in the ground.
- Commercial/Residential Building, 213-217 E. Main St., Station 101+20 to 101+75, from reference line to project limits right. This location was a former gasoline filling station. A 1926 Sanborn Map shows one gasoline tank along the north side of the building. It is not known if the tank has been removed or is still in the ground.

Perform the backhoe test pit investigation as soon as practical after structures, sidewalks, curb and gutter, and pavement are removed and prior to significant excavation (if any) beginning in those areas. The backhoe test pit investigations shall include up to 3 test pits per location, to a maximum depth of approximately 2 to 3 feet. The test pit investigations shall be incidental to this pay item.

If underground storage tanks (USTs) are encountered during test pit excavations at the locations above, the USTs will be removed by others concurrent with the work under this project. The removal of the USTs and any associated remediation activities (if necessary) is estimated to take seven calendar days to complete at each location.

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

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

If dewatering is required in an area of known contamination, water generated from dewatering activities may contain contaminants and require testing, special handling and disposal. Such water cannot be discharged to the sanitary sewer. Coordinate with the environmental consultant if dewatering is needed in a contaminated area.

Furnish, install, operate, maintain, disassemble, and remove treatment equipment necessary for dewatering in contaminated areas. Ensure continuous dewatering and excavation safety at all times. Provide, operate, and maintain adequate pumping equipment and drainage and disposal facilities.

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

Limit excavation at the locations described in A.2 to minimize the handling of groundwater. Notify the engineer of any dewatering activities, and obtain any permits necessary to discharge or dispose of contaminated water. Provide copies of such Permit to the engineer. Meet any requirements and pay any costs for obtaining and complying with such permit use. Follow all applicable legislative statutes, judiciary decisions, and regulations of the State of Wisconsin.

## **D Measurement**

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

## **E Payment**

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

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

Payment is full compensation for excavating, segregating, loading, hauling, and treatment via bioremediation 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.

### 30. QMP Base Aggregate.

#### A Description

##### A.1 General

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

<https://wisconsindot.gov/rdwy/cmm/cm-08-00toc.pdf>

##### 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 certifications with HTCP numbers, and expiration dates, 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. Testing frequency:

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

<sup>[1]</sup> Submit production test results to the engineer for review before 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 testing may be waived for contract bid item 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:

SAMPLING AND TESTING ROLES	TEST STANDARD	REQUIRED CERTIFICATION
Random Sampling of Materials Sampling Aggregates	ASTM D3665 AASHTO T2 <sup>[1]</sup>	Transportation Materials Sampling Technician (TMS) Aggregate Technician I (AGGTEC-I) AGGTEC-I Assistant Certified Technician (ACT-AGG)
Percent passing the 200 Sieve Gradation Moisture Content Fractured Faces	AASHTO T11 AASHTO T27 AASHTO T255 ASTM D5821	Aggregate Technician I (AGGTEC-I) AGGTEC-I Assistant Certified Technician (ACT-AGG)
Liquid and Plasticity Index	AASHTO T89 AASHTO T90	Aggregate Testing for Transportation Systems (ATTS) Grading Technician I (GRADINGTEC-1) Grading Assistant Certified Technician (ACT-Grading)
Plasticity Check	AASHTO T90	Aggregate Technician I (AGGTEC-I) AGGTEC-I Assistant Certified Technician (ACT-AGG) Grading Technician I (GRADINGTEC-1) Grading Assistant Certified Technician (ACT-Grading)

<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

<https://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 before placement. One stockpile test may be used for multiple projects up to 60 calendar days.
- (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 watering and 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 before 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 watering and 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.

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## **31. Protection of Concrete.**

*Supplement standard spec 415.3.14 as follows:*

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

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

## **32. Concrete Pavement Fast Track, 9-Inch, Item 415.1150.S.01.**

### **A Description**

This special provision describes providing fast track concrete pavement.

## **B Materials**

### **B.1 Concrete Mixtures**

Concrete mix design shall be the responsibility of the contractor. Delete standard spec 501.2.5.4.4 and standard spec 501.3.2.3. Chloride based accelerators shall be prohibited from use in fast track concrete pavement. Chemical admixtures to be used, other than air-entraining agents or water reducers from the department's approved list, must be approved in advance by the engineer. The water-cement ratio of the concrete mixture shall not exceed 0.40.

## **C Construction**

### **C.1 Opening to Traffic**

*Delete standard spec 415.3.15 and replace with the following:*

Fast track concrete pavement must attain a minimum compressive strength of 3500 psi within 12 hours after the time the existing roadway is closed to traffic or as directed by the engineer before it can be opened to traffic. The compressive strength shall be measured by testing concrete cylinders cured in the field on top of the slab, under the curing blanket.

At least two cylinders shall be tested in determining the attained strength of fast track concrete pavement for the purpose of opening the pavement to traffic. The average of test results for the two cylinders shall be used to determine compliance, except that neither cylinder may be less than 10 percent below the required strength.

If opening is not controlled by cylinders, cores may be substituted.

### **C.2 Test Equipment**

In the field laboratory, provide a compressive test machine for use by department staff, and all equipment and materials necessary to perform compressive testing. The compressive test machine shall be an electrically powered unit with an minimum capacity of 200,000 lbs, and shall meet all requirements of ASTM C39. After the machine is set in place in the field laboratory on the project, provide calibration by a qualified vendor according to all requirements of ASTM E4. This vendor shall provide the engineer with a Certificate of Calibration. Recalibration shall be required under any of the conditions covered in section 5.1.1 of ASTM C39. The contractor will be allowed access to the field laboratory to use the machine for preliminary mix design testing for fast track concrete.

### **C.3 Concrete Mix Approval Procedure**

The following activities shall be completed in advance of the paving date.

1. Perform preliminary laboratory and/or field trial batching to establish the mix proportions necessary to meet the anticipated necessary age-strength properties.
2. Submit an action plan to the engineer for the specified closure period, which shall include the amount of time to be allowed for concrete curing at the conclusion of paving. Also submit to the engineer, at the same time, a proposed mix design (including specific sources and/or trade names as applicable for all materials) for formal mix design acceptance testing using a full scale field trial batch.
3. Execution of the formal full-scale field trial batch for mix design acceptance shall not begin until the engineer has approved the action plan and all components of the proposed mix design.
4. Under supervision of the engineer, cast a test slab of the same thickness as the actual fast track concrete work required on the project. The test slab shall be cast under similar environmental conditions as the actual fast track concrete work required on the project, subject to the approval of the engineer. The test slab shall consist of at least one full batch from the plant that will provide concrete for the project. Department project staff shall cast test cylinders from this batch, and the cylinders shall be cured laying down on top of the test slab under the same type of insulated blanket that will be used for the project. Department staff shall test these cylinders in pairs as the end of the designated curing time approaches, to determine the curing time required to reach the required 3500 psi compressive strength. If the required strength is not reached within the curing time allowed in the action plan, the contractor shall modify the mix and repeat the mix acceptance test. Once a mix design is accepted, all components and proportions of the mix must remain the same for all fast track concrete work on the project, with the exception of minor adjustments of water and air-entraining agent as necessary, or the mix acceptance test must be repeated.

Trial slabs cast for preliminary or formal testing may be cast offsite, or incorporated in the work in place of standard concrete pavement, subject to approval of the engineer. Test slabs incorporated in the work shall conform to contract requirements for standard concrete pavement, and the department will pay the contract unit price for standard concrete pavement of the same nominal thickness. Test slabs cast offsite become the property of the contractor.

#### **C.4 Curing Blankets**

As soon as possible after surface texturing and application of curing compound and without damage to the pavement surface, cover the concrete with impermeable insulating blankets with an R value of at least 0.09. The blankets shall remain in place until the concrete has reached 3500 psi compressive strength. The blankets may be temporarily turned back for the minimum time necessary to facilitate joint sawing.

#### **D Measurement**

The department will measure Concrete Pavement Fast Track 9-inch by area in square yards, completed according to the contract and accepted.

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
415.1150.S.01	Concrete Pavement Fast Track 9-Inch	SY

Payment is full compensation for furnishing and calibrating test equipment; developing mix designs; placing test slabs and furnishing test slab materials when placed offsite; furnishing, hauling, preparing, placing, curing, and protecting of all materials except pavement ties and dowel bars which are installed in the existing concrete pavement; sawing joints; preparing the foundation; and backfilling.

stp-415-010 (20110615)

### **33. Concrete Pavement Joint Layout, Item 415.5110.S.**

#### **A Description**

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

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

#### **C Construction**

Plan and locate all points necessary to establish the horizontal position of the transverse and longitudinal joints in the concrete to prevent uncontrolled cracking. Submit a joint layout design to the engineer at least 7 calendar days before paving each intersection. Do not lay out joints until the engineer has reviewed the joint layout design. Mark the location of concrete joints in the field. Follow the plan details for joints in concrete making adjustments as required to fit field conditions.

#### **D Measurement**

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

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
415.5110.S	Concrete Pavement Joint Layout	LS

Payment is full compensation for providing the intersection joint layout designs and marking all joints in the field.

The department will adjust pay for crack repairs as specified in standard spec 415.5.3.

stp-415-020 (20170615)

### **34. Concrete Masonry Soldier Pile Footings, Item 502.0110.S.**

#### **A Description**

This special provision describes furnishing and placing concrete into predrilled holes for soldier piles and installing soldier piles. Perform work conforming to standard spec 502.

#### **B Materials**

Provide and use concrete masonry for Concrete Masonry Soldier Pile Footings conforming to grade A or grade A-FA as specified in standard spec 501. Perform QMP testing conforming to standard spec 716 for Class II Ancillary Concrete for all concrete masonry for Concrete Masonry Soldier Pile Footings.

## **C Construction**

Before placing concrete masonry, give the engineer sufficient notice to allow inspection of the predrilled holes, soldier piles, and casting preparations. For concrete masonry soldier pile footings constructed without the use of slurry, no more than 3 inches of standing water is permitted in the bottom of the drilled hole before beginning soldier pile installation and immediately before placing concrete masonry in the hole around the soldier pile. If necessary, place up to 2 feet of concrete at the bottom of the hole to assist in aligning the soldier pile. Block or clamp the soldier pile in place at the ground surface before placing concrete.

For holes drilled or excavated without slurry, the department will allow the contractor to place concrete by free-falling the concrete from the ground surface down the shaft around the soldier pile. If temporary casing is used, begin placement of the concrete before removing the casing. Remove the casing while the concrete remains workable. For holes drilled or excavated using slurry, place concrete using a tremie method from the bottom of the shaft. Withdraw the tremie pipe slowly as the level of concrete rises in the shaft and never let the level of the tremie pipe outlet exceed the height of the slurry.

## **D Measurement**

The department will measure Concrete Masonry Soldier Pile Footings by the cubic yard, acceptably completed. The department will only include material within the limits and in the places the plans show.

## **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
502.0110.S	Concrete Masonry Soldier Pile Footings	CY

Payment for Concrete Masonry Soldier Pile Footings is full compensation for furnishing all materials, pumping, placing, QMP testing, finishing, curing, and protecting installation of soldier piles.

502-030 (20161130)

## **35. Bar Steel Reinforcement HS Stainless Structures, Item 505.0800.S.**

### **A Description**

This special provision describes furnishing and placing stainless steel reinforcing bars and associated stainless steel bar couplers.

Conform to standard spec 505 as modified in this special provision.

### **B Materials**

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

Furnish stainless steel reinforcing bars conforming to ASTM A955 and to one of the following Unified Numbering System (UNS) designations: S31653, S31803, S32205, or S32304. Supply grade 60 bars, all of the same UNS designation. Conform to the chemical composition specified for the given UNS designation in ASTM A276 table 1.

Supply bars that are free of dirt, mill scale, oil, and debris by pickling to a bright or uniform light finish. The department may reject bars displaying rust/oxidation, questionable blemishes, or lack of a bright or uniform pickled surface.

Furnish chairs or continuous supports made of stainless steel or recycled plastic to support high-strength stainless bar steel reinforcement subject to the plastic chair restriction stated in standard spec 505.3.4(1).

Furnish couplers made from one of the UNS alloys allowed for bar steel.

Furnish tie wire made from one of the UNS alloys allowed for bar steel or from an engineer-approved plastic or nonmetallic material. Ensure that stainless steel tie wire is dead soft annealed.

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

Before fabrication, supply test results from an independent testing agency certifying that the reinforcement meets the requirements of Annex A1 of ASTM A955.

Bend bars conforming to standard spec 505.3.2 and according to ASTM A955. Bend and cut bars using equipment thoroughly cleaned or otherwise modified to prevent contamination from carbon steel or other contaminants. Use tools dedicated solely to working with stainless steel.

### **B.3 Control of Material**

Identify reinforcement bars delivered to the project site with tags bearing the identification symbols used in the plans. Include the UNS designation, heat treat condition, heat number, grade corresponding to minimum yield strength level, and sufficient documentation to track each bar bundle to a mill test report.

Provide samples for department testing and acceptance according to CMM 8-50 Exhibit 1 requirements for concrete masonry reinforcement for uncoated bar steel.

Provide mill test reports for the project that do the following:

1. Verify that sampling and testing procedures and test results conform to ASTM A955, ASTM A276 table 1, and these contract requirements.
2. Include a chemical analysis with the UNS designation, heat lot identification, and the source of the metal.
3. Include tensile strength, yield strength, and elongation tests results conforming to ASTM A955 for each size furnished.
4. Certify that the bars have been pickled to a bright or uniform light finish.

## **C Construction**

### **C.1 General**

Ship, handle, store, and place the stainless steel reinforcing as follows:

1. Separate from regular reinforcement during shipping. Pad points of contact with steel chains or banding, or secure with non-metallic straps.
2. Store on wooden cribbing separated from regular reinforcement. Cover with tarpaulins if stored outside.
3. Handle with non-metallic slings.
4. Do not flame cut or weld. Protect from contamination when cutting, grinding, or welding other steel products above or near the stainless steel during construction.
5. Place on plastic or stainless steel bar chairs. If placing stainless steel chairs on steel beams, use chairs with plastic-coated feet.
6. Tie with stainless steel wire or an engineer-approved plastic or nonmetallic material.

Do not tie stainless steel reinforcing bars to, or allow contact with, uncoated reinforcing bars or galvanized steel. Maintain at least 1 inch clearance between stainless steel bars or dowels and uncoated or galvanized steel. Where 1 inch clearance is not possible, sleeve bars with a continuous polyethylene or nylon tube at least 1/8 inch thick extending at least 1 inch in each direction and bind with nylon or polypropylene cable ties. Sleeves are not required between stainless steel bars and shear studs. Stainless steel bars can be in direct contact with undamaged epoxy-coated bars.

Cut flush with the top flange or remove uncoated fasteners, anchors, lifting loops, or other protrusions into a bridge deck before casting the deck on prestressed concrete beams.

### **C.2 Splices**

Splice as the plans show. Provide stainless steel couplers conforming to the minimum capacity, certification, proof testing, and written approval requirements of standard spec 550.3.3.4. The contractor may substitute stainless steel couplers for lap splices the plans show if the engineer approves in writing.

If increasing or altering the number or type of bar splices the plans show, provide revised plan sheets to the engineer showing the reinforcement layout, type, length, and location of revised bar splices and revised bar lengths. Obtain engineer approval for the location of new lap splices or substitution of mechanical bar couplers before fabrication. Ensure that new lap splices are at least as long as those the plans show.

## **D Measurement**

The department will measure Bar Steel Reinforcement HS Stainless Structures by the pound acceptably completed, computed from the nominal weights of corresponding sizes for carbon steel deformed bars in AASHTO M31 regardless of stainless steel alloy provided. The department will not measure extra material used if the contractor alters the reinforcement layout as allowed under C.2, extra material for splices or couplers the plans do not show, or the weight of devices used to support or fasten the steel in position.

The department will measure the Bar Couplers Stainless bid items as each individual coupler 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
505.0800.S	Bar Steel Reinforcement HS Stainless Structures	LB

Payment for Bar Steel Reinforcement HS Stainless Structures is full compensation for furnishing and placing stainless steel reinforcing bars, including supports. Where the plans specify bar couplers, the department will pay for the length of bars as detailed with no deduction or increase for installation of the coupler.

Payment for the Bar Couplers Stainless bid items is full compensation for providing couplers; including bar steel that is part of the coupler and not detailed in the plan; for threading reinforcing bars; for installing and coating the splice; and for supplying and testing 3 couplers.

stp-505-005 (20141107)

## **36. Railing Pipe, Item 513.2050.S.**

### **A Description**

This special provision describes furnishing and installing a pipe railing system for pedestrians as the plans show.

Conform to standard spec 513 as modified in this special provision.

### **B (Vacant)**

### **C Construction**

Weld the posts and rails together.

### **D Measurement**

The department will measure Railing Pipe in length by the linear foot along the top rail.

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
513.2050.S	Railing Pipe	LF

Payment is full compensation for furnishing all materials; installing all materials; and painting.

stp-513-005 (20030820)

## **37. Architectural Surface Treatment B-51-0150, Item 517.1050.S.01; R-51-0073, Item 517.1050.S.02; R-51-0074, Item 517.1050.S.03; R-51-0075, Item 517.1050.S.04.**

### **A Description**

This special provision describes providing a concrete masonry architectural surface treatment on the exposed concrete surfaces of structures as the plan details show.

### **B Materials**

Use form liners that attach easily to the forming system, and do not compress more than 1/4 inch when poured at a rate of 10 vertical feet/hour.



Use a release agent that is compatible with the form liner and coloring materials.

Wall ties shall have set "break-backs" at a minimum of 3/4 inches from the finished concrete surface.

## **C Construction**

### **C.1 Equipment**

Equipment and tools necessary for performing all parts of the work shall be satisfactory as to design, capacity, and mechanical condition for the purposes intended. Repair, improve, replace, or supplement all equipment that is not maintained in full working order, or which is proven inadequate to obtain the results prescribed.

### **C.2 Form Liner Preparation**

Clean the form liner before each pour and ensure that it is free of any build-up. Visually inspect each liner for blemishes or tears, and repair if necessary per manufacturer's recommendations.

Apply form release per manufacturer's recommendations.

### **C.3 Form Liner Attachment**

Place adjacent liners less than 1/4 inch from each other, attach liner securely to forms according to the manufacturer's recommendations, and coordinate wall ties with form liner and form manufacturer, e.g., diameter, size, and frequency.

### **C.4 Surface Finishing**

Ensure that the textured surface is free of laitance; sandblasting is not permitted.

Grind or fill pouring blemishes.

## **D Measurement**

The department will measure Architectural Surface Treatment (Structure) in area by the square foot of architectural surface, 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
517.1050.S.01	Architectural Surface Treatment B-51-0150	SF
517.1050.S.02	Architectural Surface Treatment R-51-0073	SF
517.1050.S.03	Architectural Surface Treatment R-51-0074	SF
517.1050.S.04	Architectural Surface Treatment R-51-0075	SF

Payment is full compensation for producing the proposed architectural surface treatment including: preparing the foundation; finishing and protecting the surface treatment; and for properly disposing of surplus material.

stp-517-150 (20110615)

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

### **A Description**

This special provision describes providing and removing steel plates 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)

**39. Foundation Drilling 24-Inch Diameter, Item 636.0050.S.01.****A Description**

This special provision describes drilling holes for the H pile posts for retaining walls.

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

Submit the proposed method for foundation drilling before beginning construction.

Drill holes to the diameter and depth the plans show. If necessary, use casing or alternative engineer-approved methods to maintain an open hole. If bentonite or other slurry is used to maintain an open hole, prevent spillage of the slurry into adjacent waterways. Locate the holes within the following tolerances:

Horizontal Location: 3 inches

Vertical Location: 1 inch

Vertical Alignment: 1/8 inch per foot

**D Measurement**

The department will measure the Foundation Drilling bid items by the linear foot, acceptably completed, measured from the bottom of the hole to the top of the foundation footing.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
636.0050.S.01	Foundation Drilling 24-inch Diameter	LF

Payment is full compensation for drilling holes; for furnishing casing or alternative drilling methods; and, if rock is encountered, for coring rock.

636-010 (20140630)

**40. Temporary Pedestrian Surface Asphalt, Item 644.1410.S;  
Temporary Pedestrian Surface Plywood, Item 644.1420.S.****A Description**

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

**B Materials**

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

- 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

Payment is full compensation for providing, maintaining, and removing temporary pedestrian surface.  
stp-644-010 (20150630)

### **41. 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)

## 42. 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.

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

## 43. General Requirements for Electrical Work.

*Add the following to standard spec 651.3.3 (3):*

Notify the department's Electrical Field Unit at (414) 266-1170 to coordinate the inspection for state owned traffic signals. The department's Region Electrical personnel will perform the inspection for the state owned and maintained traffic signals.

Requests for signal inspection will include a completed SE Region Traffic Signal Checklist.

## 44. Roadway Lighting Systems.

### A General

*Add the following to standard spec 651, 652, 653, 654, 655, 656, 657 and 659.*

All the work necessary to comply with revisions to standards specs mentioned as hereinafter provided shall be incidental to associated pay items or to the project including coordination, materials, and labor. No additional payment shall be made to the contractor.

*Add the following to standard spec 651.2:*

### **Wisconsin Department of Transportation**

The department does not anticipate any material to be salvaged or returned to the department.

### **Village of Waterford**

For material to be returned to the Village of Waterford, notify Village of Waterford seven working days in advance during normal business hours Monday through Thursday. Contact Jim Bergles, Public Works Director at (262) 534-3980 Ext. 321.

The Village of Waterford Public Works & Utilities is located at 801 Ela Avenue, Waterford, WI 53185.

*Add the following to standard spec 651.3.1:*

Any circuit that the contractor does not personally tag out at the disconnect shall be considered live, and will be subject to being activated by another person with no notice to the contractor. Make tagouts with manufactured tags, and endorse them with the date and the name of the contractor. Clear tagouts at the end of the workday. The department or Village of Waterford does not employ a load dispatcher and has no intent to do so. Each electrical worker is responsible for their own protection from automatic switching and from switching by others.

The plans show required disconnections of existing lighting circuits, most in the form of abandoning existing underground conductors in place. The contractor may need to mobilize several times per each existing lighting distribution center. The contractor is expected to account for these costs in the various paid items for removals and installations.

Replace all existing slotted junction box cover screws with stainless hex head cover screws at each location where it is required to open the cover of an existing lighting junction box.

*Add the following to standard spec 651.5:*

Work to disconnect and connect conductors will be incidental to the paid measurement of footage.

Work to disconnect and connect electrical system, splice through, or to connect conductors are incidental to the installation or removal of the freeway lighting pay items included in this contract.

The department will not measure and pay conductors or conduits that have been abandoned in place or removed for scrap unless covered in the contract bid items. The department will allow, at the contractor's discretion, for the salvaging of conductors to be abandoned.

*Add the following to standard spec 652.3.1:*

Install minimum 3-inch diameter PVC conduit elbows in a ground mounted concrete bases to accommodate Cable in Duct (CID) type cable.

*Add the following to standard spec 652.3.1.2:*

Furnish and install an UL-listed liquid tight flexible metallic conduit transition wherever a conduit exits from below grade.

Furnish a UL-listed fitting appropriate for the purpose at each transition from one type of conduit to another type. Couplings will not be individually measured for payment.

*Add the following to standard spec 652.3.1.4:*

Support conductors at the top of the vertical raceway or as close as practical if the vertical rise exceeds 40-feet. Provide additional supports as shown; in no case shall the distance between supports exceed that shown in Table 300.19(A) of the Wisconsin State Electric Code.

*Add the following to standard spec 653.3(1):*

This provision modifies the standard detail drawing for pull boxes and thereby both the standard items and SPV pay item for pull boxes. Lighting pull box covers shall read "LIGHTING".

*Add the following to standard spec 655.3.1:*

Wet location splices are not anticipated on this project and not shown in the plans. In the event that the engineer allows wet location splices, make pull box splices with engineer approved epoxy kit.

At each pull point or access point, indicate the line side bundle with a lap of blue tape.

*Add the following to standard spec 655.3.7(4):*

Where two or more wire networks pass through a pull point, tag each circuit network (i.e. A/B/N and C/D/N) with approved all-weather tags.

*Add the following to standard spec 657.2:*

Non-breakaway poles (mounted on structures, concrete bases or behind noise wall barriers without transformer base), as well as at stems of sign bridges containing electrical wires are to be double nipped and contractor shall install galvanized rat screen enclosing the bottom of pole area; extra nuts and screen are incidental.

For Bridge mounted light poles, a vibration isolation mounting pad shall be included with the pole. The pad shall have the same shape as the bottom of the pole base with appropriate bolt holes and opening for the center of the pole. Included with the pad shall be four washers. The pad and washers shall be made from a rugged elastomeric material with a minimum thickness of 1/2 in (13 mm) or as recommended by the manufacturer. The ultimate breakdown of the pad and washers under compressive load shall be not less than 10,000 psi (69,000 kPa) for the specified thickness without extrusion or detrimental reduction in thickness. The material shall also have a Shore-A Durometer reading of not less than 85. The isolation washers shall be installed with galvanized steel washers of the same diameter and adequate thickness top and bottom to prevent overstressing of the isolation washer.

*Add the following to standard spec 657.3.1 and 657.3.5:*

Corrosion protection measures described in standard spec 657.3.1 and 657.3.5 are invoked for breakaway transformer bases and aluminum light poles. The contractor shall avoid contact of dissimilar metals in erecting the pole on its foundation and/or breakaway device. Any concern of trapped moisture or potential corrosion cell shall be resolved to the satisfaction of the engineer.

**Manufacturer's Warranty for LED luminaires:** The manufacturer shall warrant to the department that each complete luminaire (consisting of the housing, optical assembly, LED drivers, surge protection and wiring) will be free from defects in material and workmanship for five (5) years from the date that the luminaire are put into service. Luminaires shall be installed within one year of manufacture.

If any luminaires fail to meet the above warranty, the department will provide the manufacturer with a written notice of any defect within thirty (30) days after discovery of the defect. The manufacturer shall provide all materials, luminaires, replacement component parts, labor and all incidentals necessary to restore the luminaire to a fully operational, installed condition.

**Submittal Requirements for LED luminaires:** Considering the rapid advancement in LED technology, the overall project construction and duration of construction, within 10 calendar days after contract execution, the contractor is responsible to coordinate the lead time for LED luminaires purchase and installation schedule for LED luminaires with the engineer and the Village of Waterford, Jim Bergles, at [jbergles@waterfordwi.org](mailto:jbergles@waterfordwi.org) or (262) 534-3980 Ext. 321 prior to order LED luminaires. The LED luminaires purchasing may be done during later stage of construction as directed by the department which shall not delay the construction.

*Add the following to standard spec 659.3.1:*

Contractor shall be responsible to maintain adequate roadway and pedestrian lighting during all the construction stages not shown on the temporary lighting plans, but which are necessitated by field conditions or by any construction phasing changes. Contractor shall coordinate with WE Energies for the existing poles with luminaires to remain in place until new lighting is installed. Installation of temporary lighting not shown on temporary lighting plans shall be incidental to this contract. Contractor shall be responsible to submit a redline markup plans for any additional temporary lighting to the Engineer for approval prior to installation.

#### **45. Install Conduit Into Existing Item, Item 652.0700.S.**

##### **A Description**

This special provision describes installing proposed conduit into an existing manhole, pull box, junction box, communication vault, traffic signal cabinet base, or other structure.

##### **B Materials**

Use nonmetallic conduit, as provided and paid for under other items in this contract. Furnish backfill material, topsoil, fertilizer, seed, and mulch conforming to the requirements of pertinent provisions of the standard specifications.

## C Construction

Expose the outside of the existing structure without disturbing existing conduits or cabling. Drill the appropriate sized hole for the entering conduit(s) at a location within the structure without disturbing the existing cabling and without hindering the installation of new cabling within the installed conduit. Fill void area between the drilled hole and conduit with an engineer-approved filling material to protect against conduit movement and entry of fill material into the structure. Tamp backfill into place.

## D Measurement

The department will measure Install Conduit Into Existing System by the unit, acceptably installed. Up to six conduits entering a structure per entry point into the existing structure will be considered a single unit. Conduits in excess of six, or conduits entering at significantly different entry points into the existing pull box, manhole, traffic signal cabinet base, or junction box will constitute multiple units of payment.

## E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
652.0700.S	Install Conduit Into Existing Item	EACH

Payment is full compensation for excavating, drilling holes; furnishing and installing all materials, including bricks, coarse aggregate, sand, bedding, and backfill; for excavating and backfilling; and for furnishing and placing topsoil, fertilizer, seed, and mulch in disturbed areas; for properly disposing of surplus materials; and for making inspections.

### 46. Electrical Service Meter Breaker Pedestal.

*Add the following to standard spec 656.2.3:*

The department will be responsible for the electric service installation request for the temporary traffic signal and any department maintained facility.

Electric utility company service installation and energy cost will be billed to and paid for by the maintaining authority.

*Add the following to standard spec 656.3.4:*

Install the cabinet base and meter breaker pedestal first, so the electric utility company can install the service lateral. Finish grade the service trench, replace topsoil that is lost or contaminated with other materials, fertilize, seed, and mulch all areas that are disturbed by the electric utility company.

*Add the following to standard spec 656.5(3):*

Payment for grading the service trench, replacing topsoil, fertilizer, seed, and mulch will be incidental to this work unless the bid items are in the contract and then they will be paid for at the contract price.

### 47. Signal Housings.

*Replace standard spec 658.2(4) with the following:*

<sup>(4)</sup> For pedestrian signal faces: furnish polycarbonate resin housings, doors, and visors. Use yellow, Federal Standard 595 – FS13538, housings and dull black door faces and visors. For 16-inch heads, mount a z-crate visor and gasket to the door with stainless steel tabs. Drill the housing for top and bottom pipe mounting with the ability to rotate 270 degrees on the poly mounting brackets.

### 48. Traffic Signal Faces and Pedestrian Signal Face 16-Inch.

*Add the following to standard spec 658.3(5):*

<sup>(5)</sup> Connect all ungrounded conductors with wire nuts in the appropriate sections of the signal heads. Connect the neutral conductors to the terminal strip. Be certain to twist wires prior to installing the wire nuts. All wire nuts must be installed facing up to prevent the entrance of water.

**49. Pedestrian Push Buttons.**

*Replace standard spec 658.2(5) with the following:*

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

**50. Traffic Signal Mounting Hardware.**

*Add the following to standard spec 658.2(7):*

Use an approved type of pole or standard vertical mounting brackets/clamps for signal faces from an approved manufacturer. Pedestrian traffic signal heads mounted in the median shall use federal yellow aluminum side of pole 2-way upper and lower arm assemblies providing 16 ½-inch center to center spacing.

**51. Temporary Traffic Signals for Intersections.**

*Replace standard spec 661.2.1 with the following:*

(1) Furnish control cabinet, controller, and control equipment. Provide a cabinet with a Corbin #2 door lock and an access door that allows placing the controller in emergency flash. Provide keys to the access door to the engineer and law enforcement agencies as required. Also provide a manual control accessible by the police. Supply a controller capable of executing the timing program supplied in this contract for this temporary traffic signal. Test traffic signal control cabinets before installation. Provide primary and secondary temporary traffic signal contact names and phone numbers who will be responsible for implementing temporary traffic signal timing changes. The department may request traffic signal timing changes to an approved timing plan during the project. Implement any approved timing plan change within 24 hours upon notification of the change. Record the times of operation of the timing change and provide this information to the department.

*Add the following to standard spec 661.2.1:*

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

(7) Furnish pedestrian push buttons as shown in the plans, according to standard spec 658.2.5.

*Add the following to standard spec 661.3.1:*

(4) Install non-intrusive detection units according to the manufacturer's recommendations. Install power cable and signal cabinet equipment. Aim the detection units to provide detection at the locations shown on the plans and make the detection system fully operational.

(5) In the event, at installation or turn on date, a noticeable obstruction is present in line with the detection zone(s), advise the engineer before setting the zone.

(6) The non-intrusive detection shall be mounted at a location per the manufacturer's recommendations. Relocate the detection system to a suitable location if there is impedance on the operation, construction related or otherwise.

(7) The non-intrusive detection system shall be complete, in place, tested, and in full operation during each stage and sub-stage of construction.

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

(9) Install pedestrian push buttons according to standard spec 658.3. Mount push buttons so that they are wheelchair accessible from the temporary crossing areas and according to MUTCD Chapter 4.

*Replace standard spec 661.3.1.1 with the following:*

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



wood poles in place and/or move wood poles during construction due to conflicts with proposed work. All wood poles shall be plumb and level.

*Add the following to standard spec 661.3.1.4:*

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

(5) Maintain all temporary vehicle detection zones as the plans show or as the engineer directs. The temporary vehicle detection zones shall be set near the vicinity and within the approximate distance from the stop bar as shown on the plans. Check temporary vehicle detection zones every other week and at the opening of each stage of temporary traffic signal operation to ensure that they are working and are aimed properly. Periodic adjustment of the detection zones and/or moving of the temporary vehicle detection sensors may be required due to changes in traffic control, staging, or other construction operations.

Ensure that the temporary vehicular detection system stays in clean working order. Periodic cleaning of the equipment may be required due to dirt and dust build-up.

*Replace standard spec 661.5(2) with the following:*

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

1. Furnishing and installing the replacement equipment.
2. All utility charges for installation, disconnection, and energy service through project completion.
3. The cost of delivery and pick-up of the cabinet assemblies for department testing.
4. Traffic signal controller programming and timings (including timing changes).

Payment is full compensation for drilling holes; furnishing and installing all materials, including bricks, and coarse aggregate; for excavation, bedding, and backfilling, including any sand or other required materials; furnishing and placing topsoil, fertilizer, seed, and mulch in disturbed areas; for properly disposing of surplus materials; for making inspections; for checking and/or adjusting the temporary detection zones on an every other week basis; for maintaining and changing the temporary detection zones to match the plans, traffic control, and construction staging; for relocating the temporary detection sensors due to construction activities, if required; for periodically cleaning all temporary vehicle detector equipment; for cleaning up and properly disposing of waste; and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work.

## **52. Communication Systems.**

*Replace standard spec 678.2.1(1) with the following:*

(1) The department will furnish fiber optic cable, splice enclosures, termination panels, Ethernet switches, wireless antennas, and cellular modems.

Pick up the department furnished materials at the department's Electrical Shop located at 935 South 60<sup>th</sup> Street, West Allis. Notify the department's Electrical Field Unit at (414) 266-1170 and make arrangements for picking up the department furnished materials three working days prior to picking up the materials.

*Replace standard spec 678.5(6) with the following:*

(6) Payment for Install Ethernet Switches and Install Wireless Antennas is full compensation for transporting and installing the devices; for cables and connectors; and connecting the devices.

*Replace standard spec 678.5(7) with the following:*

- (1) Payment for Install Cellular Modems is full compensation for transporting and installing the modem; for cables and connectors including rack mountable shelf; for connecting the devices; for programming and configuration; and for testing.

### 53. Optimized Aggregate Gradation Incentive, Item 715.0710.

#### Description

This special provision describes optional contractor optimized aggregate gradation, optional optimized mixture designs, and associated additional requirements for class 1 concrete used in concrete pavements. Conform to standard specification part 7 and as follows:

#### Optimized Aggregate Gradation

A Job Mix Formula (JMF) contains all of the following:

Proportions for each aggregate fraction conforming to table 1.

Individual gradations for each aggregate fraction.

Composite gradation of the combined aggregates including working ranges on each sieve in accordance with table 2.

Submit the target JMF and aggregate production gradation test results to the engineer for review 10 business days before initial concrete placement.

**TABLE 1 TARANTULA CURVE GRADATION BAND**

SIEVE SIZES	PERCENT RETAINED
2 in.	0
1 1/2 in.	≤5
1 in.	≤16
3/4 in.	≤20
1/2 in.	4-20
3/8 in.	4-20
No. 4	4-20
No. 8 <sup>[1]</sup>	≤12
No. 16 <sup>[1]</sup>	≤12
No. 30 <sup>[1][2]</sup>	4-20
No. 50 <sup>[2]</sup>	4-20
No. 100 <sup>[2]</sup>	≤10
No. 200 <sup>[2]</sup>	≤2.3

<sup>[1]</sup> Minimum of 15% retained on the sum of the #8, #16, and #30 sieves.

<sup>[2]</sup> Conform to 24-34% retained of fine sand on the #30-200 sieves.

**TABLE 2 JMF WORKING RANGE**

SIEVE SIZES	WORKING RANGE <sup>[1]</sup> (PERCENT)
2 in.	+/- 5
1 1/2 in.	+/- 5
1 in.	+/- 5
3/4 in.	+/- 5
1/2 in.	+/- 5
3/8 in.	+/- 5
No. 4	+/- 5
No. 8	+/- 4
No. 16	+/- 4
No. 30	+/- 4
No. 50	+/- 3
No. 100	+/- 2
No. 200	≤ 1.6

<sup>[1]</sup> Working range limits of composite gradation based on moving average of 4 tests.

Test each component aggregate once per 1,500 cubic yards during concrete production. Take samples by one of the following sampling methods:

1. At the belt leading to the weigh hopper.
2. Working face of the stock piles at the concrete plant if approved by the engineer.

The department will take independent QV samples using the same sampling method the contractor uses for QC sampling. QV samples may be taken by the contractor's QC personnel if witnessed by the department's QV personnel. The department will split each QV sample and retain half for all dispute resolutions. 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.

If, during concrete production, the moving average of four for any sieve fall outside the allowable JMF working range do the following:

1. Notify the engineer of the test results within 1 business day from the time of sampling.
2. Make immediate adjustments to the JMF, within the limits specified in Table 3;
3. Review JMF adjustments with the engineer. Both the contractor and engineer will sign the adjusted JMF if the adjustments comply with Table 3.
4. If the moving average of four falls outside the adjusted allowable working range, stop production and provide a new mix design including JMF to the engineer.

**TABLE 3 ALLOWABLE JMF ADJUSTMENTS**

SIEVE SIZES	ALLOWABLE ADJUSTMENT (PERCENT)
$\geq$ No. 4	+/- 5
No. 8 – No. 30	+/- 4
No. 50	+/- 3
No. 100	+/- 2

### **Dispute Resolution**

The department will resolve disputes as specified in standard spec 106.3.4.3.5 using QV split samples.

### **Sublot and Lot Size**

A sublot consists of up to 1,500 cubic yards. A lot consists of two sublots.

### **Optimized Concrete Mixtures**

The contractor may use a reduced cementitious content for concrete pavement placed if the contractor does the following:

1. Use an optimized aggregate gradation as defined in this special provision.
2. Conform to the additional testing requirements for flexural strength as specified in the contract special provisions.
3. Submit aggregate gradation result records no more than 2 years old when developing the mix design.
4. Determine the volume of voids in the optimized aggregates using ASTM C29.
5. Download and follow the instructions tab of the Optimized Gradation and Mix Design Spreadsheet located at:  
<http://wisconsindot.gov/Pages/doing-bus/eng-consultants/cnslt-rsrcs/qmp/default.aspx>
6. Design an appropriate paste content based upon the Performance-based PCC Mix Design Guide located at:  
<http://wisconsindot.gov/Pages/doing-bus/eng-consultants/cnslt-rsrcs/qmp/default.aspx>
7. Provide a minimum  $V_{paste}/V_{voids}$  of 1.25. (Paste/Void ratio equals the volume of paste divided by the volume of voids.).
8. Evaluate workability of trial batches by following section 6.8 of AASHTO Draft Performance Engineered Concrete Pavement Mixtures Specifications located at:  
<http://wisconsindot.gov/Pages/doing-bus/eng-consultants/cnslt-rsrcs/qmp/default.aspx>
9. Submit trial batch workability results when submitting the mix design.
10. Submit the CP Tech center computer spreadsheet concrete mix design to the engineer for review at least 3 business days before producing concrete.

11. Provide a minimum cement content of 520 pounds per cubic yard, except if using type I, IL, or III cement in a mix where the geologic composition of the coarse aggregate is primarily igneous or metamorphic materials, provide a minimum cement content of 660 pounds per cubic yard.
12. The contractor may use class C fly ash or grade 100 or 120 slag as a partial replacement for cement. For binary mixes use up to 30% fly ash or slag. For ternary mixes use up to 30% fly ash plus slag in combination. Replacement values are in percent by weight of the total cementitious material in the mix.
13. See CMM 8-70.2.2.3 for additional guidance.

### Measurement

The department will measure Optimized Aggregate Gradation Incentive by the dollar, for each combined averaged lot of QC test results meeting Table 1.

### Payment

The department will pay incentive of 3 percent of the contract unit price for concrete pavement under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
715.0710	Optimized Aggregate Gradation Incentive	DOL
stp-715-005 (20170615)		

## 54. Flexural Strength for Concrete Mix Design.

This special provision describes optional testing requirements for flexural strength during the mix design process. Conform to standard spec part 7 as modified in this special provision.

*Add the following to standard spec table 701-2:*

TEST	TEST STANDARD
Flexural Strength of Concrete	AASHTO T97

*Replace 715.2.3.1(1) with the following:*

- (1) Provide both compressive and flexural strength information to demonstrate the strength of the proposed mix design. Use either laboratory strength data for new mixes or field strength data for established mixes as follows:
  1. Use at least 5 pairs of cylinders for compressive strength. Demonstrate that the 28-day compressive strength will equal or exceed the 85 percent within limits criterion specified in 715.5.2.
  2. Use at least 5 pairs of beams for flexural strength. Demonstrate that the 28-day flexural strength will equal or exceed 650 psi.

stp-715-010 (20170615)

## 55. Pavement Breaking Equipment.

Do not use guillotine, drop hammer, falling weight, gravity impact breakers or equivalent equipment within 300 feet of any structure, unless approved by the engineer in the field. A multi-head hydraulic hammer is allowed unless a structure is within 50 feet of the roadway.

## 56. Crack and Damage Survey, Item 999.1500.S.

### A Description

This special provision describes conducting a crack and damage survey of the residences, businesses, or church buildings located at 110 W. Main Street (Station 363+60, Lt), 102 E Main Street (Station 336+15, Lt), 104 E. Main Street (Station 100+15, Lt), and 305 S. First Street (Station 373+45, Lt, Station 374+30, Lt, and Station 375+87, Lt).

This Crack and Damage Survey shall consist of two parts. The first part, performed before construction activities, shall include a visual inspection, digital images, and a written report describing the existing defects in the building(s) being inspected. The second part, performed after the construction activities, shall also include a visual inspection, digital images, and written report describing any change in the building's condition.

### B (Vacant)

## C Construction

Before any construction activities, thoroughly inspect the building structures for existing defects, including interior and exterior walls. Electronically submit a written report with the inspector's name, date of inspection, descriptions and locations of defects, and digital images. The intent of the written report and digital images is to procure a record of the general physical condition of the building's interior and exterior walls and foundation.

Use a digital camera capable of producing sharp, grain free, high-contrast colored digital images with good shadow details. Label each digital image with the following information:

ID: \_\_\_\_\_  
Building Location: \_\_\_\_\_  
View looking: \_\_\_\_\_  
Date: \_\_\_\_\_  
Photographer: \_\_\_\_\_

Before the start of any construction activities related to this survey, submit a copy of the written report and digital images to the engineer electronically.

After the construction activities are complete, conduct another survey in the same manner, take digital images, and submit another written report to the engineer electronically.

Instead of digital images, a digital video camera capable of producing sharp, high contrast, colored digital video with good shadow detail may be used to perform this work.

## D Measurement

The department will measure Crack and Damage Survey as single complete lump sum unit of work, acceptably completed.

## E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
999.1500.S	Crack and Damage Survey	LS

Payment is full compensation for providing the before and after written reports, and for photographs or video.

stp-999-010 (20170615)

## 57. Manholes 10-ft Diameter, Item SPV.0060.01; 12-ft Diameter, Item SPV.0060.02.

### A Description

This special provision describes constructing manholes with necessary reinforcement, including required excavating and backfilling.

### B Materials

Furnish materials conforming to standard spec 611.

### C Construction

Furnish a structural design stamped by a professional engineer licensed in the state of Wisconsin to the engineer for approval prior to ordering manholes special 10-ft and 12-ft diameter. Construct manholes according to standard spec 611.

### D Measurement

The department will measure Manholes (diameter) 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.0060.01	Manholes 10-ft Diameter	EACH
SPV.0060.02	Manholes 12-ft Diameter	EACH

Payment is full compensation for providing materials, including masonry, conduit and sewer connections, steps, and other fittings; for completing and submitting an approved structural design; for excavating, backfilling, disposing of surplus material, and for cleaning out and restoring the work site; except that the department will pay for covers, including frames, grates, and lids separately.

**58. Inlet Covers Special, Item SPV.0060.03; Manhole Covers Special, Item SPV.0060.04.**

**A Description**

This special provision describes providing and constructing special manhole and inlet covers.

**B Materials**

Furnish manhole and inlet covers conforming to standard spec 611 and equivalent to Neenah Foundry R-1553, Deeter Foundry 1082, or approved equal manhole covers, and Neenah Foundry R-2553, Deeter Foundry 1925, or approved equal inlet covers.

**C Construction**

Construct inlet covers according to standard spec 611.

**D Measurement**

The department will measure Inlet Covers Special and Manhole Covers Special by each individual unit acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.03	Inlet Covers Special	EACH
SPV.0060.04	Manhole Covers Special	EACH

Payment is full compensation for providing new inlet covers, including frames, grates or lids, and other required materials and for installing and adjusting each cover.

**59. Field Office Type T, Item SPV.0060.05.**

**A Description**

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

**B Materials**

Provide Field Office Type T conforming to standard spec 642.2.1.

*Add the following to standard spec 642.2.1:*

Provide a facility with a minimum exterior dimensions of 12 feet wide and 60 feet long, excluding the hitch.

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

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

## **C Construction**

Conform to standard spec 642.3.

## **D Measurement**

The department will measure Field Office Type T as each field office, acceptably completed.

## **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.05	Field Office Type T	EACH

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

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

SER-642.1 (20160808)

## **60. Moving Solar RRFB and Pole Westbound Right on STH 20 at River Street, Item SPV.0060.06; Moving Solar RRFB Eastbound Right on STH 20 at River Street, Item SPV.0060.07.**

### **A Description**

Work under this item shall consist of moving flashing beacon and pole and removing old footing. The sign on the structure is paid for under a separate pay item, i.e Moving signs type II. See signing plans for location. This is the pole and RRFB beacon for the pedestrian crossing signs located on STH 20 at River Street

### **B (Vacant)**

### **C Construction**

Move RRFB solar flashing beacon, pole, and solar electrical. Remove footing and backfill the resulting holes, and dispose of all materials outside of the right-of-way according to standard spec 204.3 and 638.3. Concrete footing shall be removed to 2' below the existing ground. The reinforcement shall be cut off flush with the top of the concrete. The footing shall be then covered with topsoil and seeded. This is all incidental to Moving flashing beacon and pole. Solar Beacon, control box and pole are property of the Village. Install new type 1 footing per SDD 9C 2-7, Concrete Bases type 1, 2, 5 and 6. This is incidental to moving the solar beacon and pole.

### **D Measurement**

The department will measure Moving Solar RRFB and Pole (location) as each unit of work, in place and accepted.

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.06.	Moving Solar RRFB and Pole Westbound Right on STH 20 at River Street	EACH
SPV.0060.07	Moving Solar RRFB Eastbound Right on STH 20 at River Street	EACH

Payment in full compensation for disassembling, moving, including concrete footings, backfilling, and disposal of all materials.

## **61. Sanitary Manhole Frame and Grate, Special, Item SPV.0060.08.**

### **A Description**

This special provision describes the installation of frames and grates on sanitary manholes, as specified herein, and needed for a complete and proper installation. Comply with manufacturers' recommendations on product handling, storage, and protection.

## **B Materials**

Provide cast iron frames and covers with heavy duty, indented top with solid self-sealing lids and machined bearing surfaces, concealed pick holes, stamped with the word "SANITARY". Acceptable products: Neenah R-1580, East Jordan 1020, or approved equal.

## **C Construction**

Unless otherwise shown on the drawings or as directed by the engineer, set frames and covers in paved areas so that the top of the cover will be flush with the finished pavement.

## **D Measurement**

The department will measure Sanitary Manhole Frames and Grates, Special as each individual frame and grate, acceptably completed.

## **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.08	Sanitary Manhole Frame and Grate, Special	Each

Payment is full compensation for providing labor, materials, and equipment required to install sanitary manhole frames and grates; and cleanup.

## **62. Sanitary Chimney Seals, 10-inch, Item SPV.0060.09.**

### **A Description**

This special provision describes the installation of sanitary manhole chimney seals, as specified herein, and needed for a complete and proper installation. Comply with manufacturers' recommendations on product handling, storage, and protection.

### **B Materials**

Furnish internal frame seals consisting of flexible synthetic rubber sleeve and stainless steel expansion bands. Sleeve material conforming to ASTM C923 with a hardness of 45 durometer, 3/16-inch minimum thickness, double pleated sleeve capable of vertical expansion of 2 inches when installed. Expansion bands to compress sleeve in place: 16 gauge minimum thickness, Type 304, ASTM A2740 stainless steel construction. Minimum band width: 1-3/4 inches. All screw and bolt fasteners: Type 304, ASTM A276, stainless steel.

Furnish rubber gasket capable of removal and adjustment in the field after initial installation without damage to the rubber sleeve, extensions, and bands. Provide accessories when required by each application. Tapered sleeve for sloped sealing surfaces. Wedge inserts of same construction as sleeve. Acceptable manufacturers: Cretex Specialty Products or equal.

### **C Construction**

Install internal rubber gasket in the manhole chimney. Provide watertight gasket to eliminate leakage between the frame and each adjusting ring down to and including cone section. Install rubber gasket according to manufacturer's recommendations. Field verify for suitable dimensions and layout before installation.

### **D Measurement**

The department will measure Sanitary Chimney Seals of the height installed as each individual seal, acceptably completed.

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.09	Sanitary Chimney Seal, 10-inch	EACH

Payment is full compensation for providing labor, materials, and equipment required to install sanitary chimney seals and extensions; and cleanup.

## **63. Sanitary Manhole Exterior Joint Protection, Item SPV.0060.10.**

### **A Description**



This special provision describes the installation of sanitary manhole exterior joint protection, as specified herein, and needed for a complete and proper installation. Comply with manufacturers' recommendations on product handling, storage, and protection.

#### **B Materials**

Furnish manhole exterior joint protection and exterior frame to cone protection consisting of woven polypropylene fabric with rubberized mastic coating and strapping, with a minimum width of 9-inches. Acceptable manufacturers: MacWrap by MarMac Construction Products, or Cretex Wrap by Cretex Specialty Products, or approved equal.

#### **C Construction**

Install external joint protection in the presence of the engineer. Field verify for suitable dimensions and layout before installation. Comply with manufacturer's recommendations regarding protection of sleeves during backfilling.

#### **D Measurement**

The department will measure Sanitary Manhole Exterior Joint Protection for each manhole, acceptably completed, regardless of the number of seals required.

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.10	Sanitary Manhole Exterior Joint Protection	EACH

Payment is full compensation for providing labor, materials, and equipment required to install sanitary manhole exterior joint protection; and cleanup.

### **64. Adjusting Sanitary Manhole Covers, Item SPV.0060.11.**

#### **A Description**

This special provision describes adjusting existing sanitary manhole castings to match the finished grade and furnishing and installing the sanitary manhole chimney seals, as specified herein, as needed for a complete and proper installation. Comply with manufacturers' recommendations on product handling, storage, installation, and protection.

#### **B Materials**

Furnish chimney seal consisting of flexible heat-shrinkable sleeve with an irradiated and cross-linked polyethylene impermeable backing, coated with protective heat-activated adhesive. Provide separate closure to create a complete sleeve with the adhesive bonding to the substrate. Acceptable manufacturers: Canusa Wrapidseal, Mar Mac SurSeal, or approved equal manhole encapsulation system.

#### **C Construction**

Adjust the existing sanitary manhole frames with the top one-quarter inch below finished grade as necessary with the installation of the chimney seal system to create barrier to water infiltration and protect manhole chimney / frame from freeze-thaw damage. Ensure surfaces are clean, dry, and free of frost, sharp edges, and projections that could damage manhole encapsulation system. Field verify for suitable dimensions and layout before installation. Provide flexible heat-shrinkable sleeves as necessary to cover the manhole chimney from the cone to over the frame flange. Allow sleeve to cool before backfilling. Use care during backfilling to prevent damage to sleeve. Use extruded polyethylene mesh or other suitable protective shield as necessary to prevent damage to sleeve during backfilling. Install flexible heat-shrinkable sleeve according to manufacturer's recommendations. Obtain Village approval of each completed chimney seal.

#### **D Measurement**

The department will measure Adjusting Sanitary Manhole Cover 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
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Payment is full compensation for providing labor, materials, and equipment required to complete the work.

**65. Adjust Existing Water Valve Boxes and Water Manholes, Item SPV.0060.12.**

**A Description**

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

**B (Vacant)**

**C Construction**

Adjust all water service boxes, water gate valve boxes, and water manhole frames and lids within the project limits to proposed elevations using materials meeting village specifications.

Throughout the duration of the project, ensure that all water service boxes, water gate valve boxes, and water manholes are accessible for operation by village forces. Exercise caution working adjacent to water facilities to avoid damage and ensure accessibility. During the project, any water facilities accessed by the village and found to be inoperable, damaged, or unidentified by the contractor, will be located or repaired by village forces; all costs shall be charged to the contractor.

**D Measurement**

The department will measure Adjust Water Valve Boxes and Water Manholes 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.0060.12	Adjust Water Valve Boxes and Water Manholes	EACH

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

**66. Adjust Fire Hydrant, Item SPV.0060.13.**

**A Description**

This special provision describes adjusting Village of Waterford fire hydrants.

**B Materials**

**C Construction**

Adjust fire hydrants within the project limits to proposed elevations using materials meeting village specifications.

Throughout the duration of the project, ensure that all fire hydrants are accessible for operation by village forces. Exercise caution working adjacent to water facilities to avoid damage and ensure accessibility. During the project, any water facilities accessed by the village and found to be inoperable, damaged, or unidentified by the contractor, will be located or repaired by village forces; all costs shall be charged to the contractor.

**D Measurement**

The department will measure Adjust Fire Hydrant 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.0060.13	Adjust Fire Hydrant	EACH

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

**67. Decorative Tree Grates, Item SPV.0060.14.**

**A Description**

This special provision describes providing tree grates and installing tree grates according to manufacturer specifications.

**B Materials**

Furnish the following tree grates: Sunrise 48-Inch diameter, half-round, half-square, galvanized, manufactured by Ironsmith.

**C Construction**

Install tree grates per the manufacturer's instructions for frame mounting.

**D Measurement**

The department will measure Decorative Tree Grates 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.0060.14	Decorative Tree Grates	EACH

Payment is full compensation for furnishing and placing all materials.

**68. Decorative Lighting Units LED 15-FT, Item SPV.0060.101.**

**A Description**

This special provision describes furnishing and installing Decorative lighting units LED 15-FT.

**B Materials**

Furnish and install Decorative Lighting Units LED 15-FT. The unit shall be Holophane 15-FT Pole, Hallbrook LED Prismatic Bowl, Bishops Crook EVC, North Yorkshire Base 5-Inch fluted 15-FT shaft, and Flag Holder. Luminaires shall conform to applicable portions of standard spec 659.2. Housing access shall be tool-free. The luminaire shall be UL listed, IP 66 rated.

LED lamps shall be in the 4000K color temperature range with a minimum of 70 CRI.

The luminaire shall be equipped with a voltage-sensing LED driver, to accommodate 120-277V with 90% power factor and THD 20% max at full load. Surge protection shall be provided and tested according to the specifications. The luminaire shall also be equipped with a quick-disconnect plug for connecting the pole riser wires to the terminal block. A strain relief shall retain the pole riser wires within the luminaire.

Furnish shop drawings as specified in standard spec 506.3.2, except submit five copies with the materials list. Ensure the drawings contain sufficient detail to allow satisfactory review and show the dimensions of all equipment shown in the plans.

**C Construction**

Under the bid item Decorative Lighting Units LED 15-FT, furnish and install luminaires and all necessary miscellaneous accessories and hardware to complete the installation of the luminaires.

The contractor shall follow manufacturer's instructions regarding luminaire installation.

Three single-conductor No. 12 stranded wires shall be used to connect the luminaires to their respective branch conductors in the pole base. Each luminaire feeder wire shall be protected by one 5-amp fuse. Fuses and fuse holders shall be as per the details in the Plan.

All exposed threaded equipment mounting hardware shall be stainless steel.

The contractor shall coat all threaded stainless steel hardware and dissimilar metal, threaded hardware with an approved zinc-based anti-seize compound (Loctite or Jet-Lube prior to assembly).

**D Measurement**

The department will measure Decorative Lighting Units LED 15-FT as each individual lighting 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.0060.101	Decorative Lighting Units LED 15-FT	EACH

Payment is full compensation for furnishing and installing all materials, including luminaire, accessories, hardware and fittings necessary to install the luminaire workable first class condition.

**69. Decorative Lighting Units LED 20-FT, Item SPV.0060.102.**

**A Description**

This special provision describes furnishing and installing Decorative lighting units LED 20-FT.

**B Materials**

Furnish and install Decorative Lighting Units LED 20-FT. The unit shall be Holophane 20-FT Pole, Hallbrook LED Prismatic Bowl, Bishops Crook EVC, North Yorkshire Base 5-Inch fluted 20-FT shaft, and Flag Holder. Luminaires shall conform to applicable portions of standard spec 659.2. Housing access shall be tool-free. The luminaire shall be UL listed, IP 66 rated.

LED lamps shall be in the 4000K color temperature range with a minimum of 70 CRI.

The luminaire shall be equipped with a voltage-sensing LED driver, to accommodate 120-277V with 90% power factor and THD 20% max at full load. Surge protection shall be provided and tested according to the specifications. The luminaire shall also be equipped with a quick-disconnect plug for connecting the pole riser wires to the terminal block. A strain relief shall retain the pole riser wires within the luminaire.

Furnish shop drawings as specified in standard spec 506.3.2, except submit five copies with the materials list. Ensure the drawings contain sufficient detail to allow satisfactory review and show the dimensions of all equipment shown in the plans.

**C Construction**

Under the bid item Decorative Lighting Units LED 20-FT, furnish and install luminaires and all necessary miscellaneous accessories and hardware to complete the installation of the luminaires.

The contractor shall follow manufacturer's instructions regarding luminaire installation.

Three single-conductor No. 12 stranded wires shall be used to connect the luminaires to their respective branch conductors in the pole base. Each luminaire feeder wire shall be protected by one 5-amp fuse. Fuses and fuse holders shall be as per the details in the Plan.

All exposed threaded equipment mounting hardware shall be stainless steel.

The contractor shall coat all threaded stainless steel hardware and dissimilar metal, threaded hardware with an approved zinc-based anti-seize compound (Loctite or Jet-Lube prior to assembly.

**D Measurement**

The department will measure Decorative Lighting Units LED 20-FT as each individual lighting 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.0060.102	Decorative Lighting Units LED 20-FT	EACH

Payment is full compensation for furnishing and installing all materials, including luminaire, accessories, hardware and fittings necessary to install the luminaire workable first class condition.

**70. Culvert Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV 38x60-Inch, Item SPV.0090.01.**

**A Description**

This special provision describes providing reinforced concrete culvert pipe.

**B Materials**

Furnish reinforced concrete horizontal elliptical class HE-IV in conformance with standard spec 522 of the standard specification.

### **C Construction**

Construct according to standard spec 522.

### **D Measurement**

The department will measure Culvert Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV 38x60 Inch by the linear feet, 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.0090.01	Culvert Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV 38x60-Inch	LF

Payment is full compensation for providing pipe, for excavating, constructing the foundation, and backfilling; and for associated dewatering and maintaining drainage.

## **71. Construction Staking Concrete Sidewalk, Item SPV.0090.02.**

### **A Description**

This special provision describes the contractor performed construction staking of the concrete sidewalk.

### **B (Vacant)**

### **C Construction**

Meet the pertinent requirements as set forth in standard spec 650.3 and as follows:

Set construction stakes or marks at 50-foot intervals, maximum. Set and maintain stakes as necessary to achieve the required accuracy and to support the methods of operations. Set additional construction stakes as necessary to establish location and grade of sidewalk, including points of change in alignment, grade, and at radius points. Locate stakes to within 0.02 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, 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.0090.02	Construction Staking Concrete Sidewalk	LF

Payment is full compensation for locating and setting all construction stakes; for relocating and resetting damaged or missing construction stakes.

## **72. Heavy Duty Silt Fence, Item SPV.0090.03.**

### **A Description**

This special provision describes furnishing, installing, and removing heavy duty silt fence as shown on the plans or as directed by the engineer before construction activities begin.

### **B Materials**

Furnish heavy duty silt fence consisting of a composite woven wire fabric, posts, geotextile fabric, and fasteners to be assembled by the contractor. Woven wire fabric shall be a standard field fence type, a minimum of 3 feet high with a maximum mesh spacing of 6-inches and minimum 14½-gage wire.

Provide metal posts with a minimum length of 6-feet, 3-inches. Posts shall be “studded tee” or “U” type with a minimum weight of 1.3 lb/ft.

Provide geotextile fabric, non-woven with properties as specified in standard spec 628.2.6.1.

### **C Construction**

Install heavy duty silt fence as shown on the plans. Space ties and anchors adequately to resist current flow. Remove silt fence only after construction activities have been completed. Remove trapped silt prior

to removing the fence as directed by the engineer. Use heavy duty silt fence in wetland areas up to 6-inches of standing water.

#### **D Measurement**

The department will measure Heavy Duty Silt 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
SPV.0090.03	Heavy Duty Silt Fence	LF

Payment is full compensation for furnishing, installing, maintaining, and removing the heavy duty silt fence.

### **73. Private Storm Sewer Concrete Pipe, Item SPV.0090.04; Private Storm Sewer PVC Pipe, Item SPV.0090.05.**

#### **A Description**

This special provision describes re-establishing or providing connections for private storm sewer pipe, roof drains (downspouts), and sump-pump discharge pipes to the new storm sewer system.

#### **B Materials**

Furnish pipe material matching the existing pipe material and size for private storm sewer, roof drain, or sump-pump discharge pipe connections. Furnish concrete pipe according to the pertinent requirements of standard spec 608. Furnish PVC pipe and fittings complying with the applicable standards of the Wisconsin Plumbing Code and glue joints meeting the requirements of ASTM D3034.

Backfill excavated areas according to standard spec 608.2.2.

#### **C Construction**

Identify all private connections to the existing storm sewer structures or pipes prior to removal of that section of storm sewer. Construct private storm sewer pipe according to standard spec 608.3. Excavate to expose existing private storm sewer, roof drain, and sump-pump discharge pipes at the location of existing connections to determine exact size diameter, type, location, and elevation of the existing pipe. Remove the existing pipe connection back to the next good joint, if applicable and replace in kind. Connect new pipe to the existing private storm sewer of matching size and type with appropriate connections according to manufacturer specifications and as approved by the engineer. Verify that positive drainage is achieved with the new connection before backfilling.

#### **D Measurement**

The department will measure Private Storm Sewer (type) Pipe by the linear foot, acceptably completed.

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.04	Private Storm Sewer Concrete Pipe	LF
SPV.0090.05	Private Storm Sewer PVC Pipe	LF

Payment is full compensation for performing all work necessary to reconnect private storm sewer pipe, roof drains, and sump-pump discharge pipes to the new storm sewer system including excavation; locating and removing the old connection; disposal of waste materials; furnishing and installing any necessary pipes, couplings, sleeves, bands, concrete collars, reducers, elbows, jointing compounds, sawing, drilling, and sealing; furnishing and placing bedding material; and for backfilling and compacting.

### **74. Temporary EVP System STH 20 & Jefferson Street, Item SPV.0105.01; STH 20 & E. Main Street, Item SPV.0105.02.**

#### **A Description**

This special provision describes furnishing, installing, and maintaining temporary EVP systems at the temporary signalized intersection as shown in the plans.

#### **B Materials**

Furnish an emergency vehicle preemption system compatible with the Village of Waterford systems and users. Contact the Village of Waterford Fire Department at (262) 534-3980, ext. 554 for information regarding the equipment needs and operational requirements of the emergency vehicle preemption system.

### **C Construction**

The Temporary EVP System, as shown in the temporary traffic signal plans or as directed by the engineer, shall be complete in place, tested, and in full operation during each stage and sub-stage of construction.

Install the temporary vehicle detection system as shown in the plans and according to the manufacturer's recommendations. Determine a suitable location for the temporary EVP detectors for each stage and sub-stage of construction. Detectors may be mounted on the temporary traffic signal span wire or wood poles. Relocate the temporary EVP detectors to a suitable location if construction activities and/or construction staging changes impede the detector operation. Arrange for testing of equipment prior to acceptance of the installation for each construction stage.

All cables associated with the temporary vehicle detection system shall be routed to the cabinet. Each lead shall be appropriately marked as to which EVP channel it is associated.

Periodic adjustment and/or moving of the temporary EVP detectors may be required due to changes in traffic control, staging, or other construction operations.

Ensure that the temporary EVP system stays in clean working order. Periodic cleaning of the equipment may be required due to dirt and dust build-up.

Remove the temporary EVP system upon project completion.

Provide the engineer records of all EVP settings used during construction.

### **D Measurement**

The department will measure Temporary EVP System (location) furnished, installed, and completely operational, as a single lump sum unit of work per intersection, complete in place and accepted.

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.01	Temporary EVP System STH 20 & Jefferson Street	LS
SPV.0105.02	Temporary EVP System STH 20 & E. Main Street	LS

Payment is full compensation for furnishing and installing all required equipment, materials, and supplies; for maintaining and changing the EVP detectors to match the plans, traffic control, and construction staging; for relocating the temporary EVP detectors due to construction activities, if required; for testing the EVP system for each stage and sub-stage of construction; for periodically cleaning all temporary EVP detectors; for removing the temporary EVP system; and for cleaning up and properly disposing of waste.

## **75. Temporary Vehicle Detection STH 20 & CTH W/Buena Park Road, Item SPV.0105.03; STH 20 & Jefferson Street, Item SPV.0105.04; STH 20 & E. Main Street, Item SPV.0105.05.**

### **A Description**

This special provision describes furnishing, installing and maintaining vehicle detection systems in conjunction with temporary traffic signals as shown in the plans. The desired vehicle detection zones and their operational parameters are show in the plans.

### **B Materials**

Provide all necessary equipment for the approved method of temporary vehicle detection. Select, with prior approval of the engineer, the vehicle detection technology best suited for the site conditions and the anticipated construction work zones and activities. The engineer reserves the right to request a demonstration of any or all temporary vehicle detection technologies prior to said approval. Vehicle detection technologies considered shall include; but are not limited to: microwave detection, radar detection, or video detection. Detection technology shall provide for true presence detection.

### C Construction

Provide immediate response, 24-hour/7-days per week, to maintain any aspect of the temporary vehicle detection that is defective, completing repairs or adjustments the same day as notification.

Adjust, relocate, add, or remove temporary vehicle detection equipment for each traffic control stage or sub stage as shown in the plans, request by the engineer, or as modified by the contractor's operations to maintain the required traffic and complete the proposed work.

### D Measurement

The department will measure Temporary Vehicle Detection (location) as a single lump sum unit of work, acceptably completed.

### E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.03	Temporary Vehicle Detection (STH 20 & CTH W/Buena Park Road)	LS
SPV.0105.04	Temporary Vehicle Detection (STH 20 & Jefferson Street)	LS
SPV.0105.05	Temporary Vehicle Detection (STH 20 & E. Main Street)	LS

Payment is full compensation for demonstrating and selecting the vehicle detector technology, furnishing, installing and adjusting or moving the equipment, including all required materials, tools and supplies; and for clean-up and waste disposal.

## 76. Transport and Install State Furnished Traffic Signal Cabinet STH 20 & CTH W/Buena Park Road, Item SPV.0105.06; STH 20 & Jefferson Street, Item SPV.0105.07.

### A Description

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

### B Materials

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

Pick up the department furnished materials at the department's Electrical Shop located at 935 South 60th Street, West Allis. Notify the department's Electrical Field Unit at (414) 266-1170 and make arrangements for picking up the department furnished materials five (5) working days prior to picking the materials up.

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

### C Construction

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

Request a signal inspection of the completed signal installation to the engineer at least five working days prior to the time of the requested inspection. The department's Region Electrical personnel will perform the inspection.

Coordinate directly with the department's traffic signal cabinet vendor {TAPCO at (262) 814-7327 or [rickk@tapconet.com](mailto:rickk@tapconet.com) / TCC at (651) 439-1737 or [mallwood@trafficcontrolcorp.com](mailto:mallwood@trafficcontrolcorp.com)} to schedule the cabinet acceptance testing. Coordinate with the department's Electrical Field Unit at (414) 266-1170 to participate in the acceptance testing. The department has the final determination of the cabinet acceptance testing date and time.

### D Measurement

The department will measure Transport and Install State Furnished Traffic Signal Cabinet [Location] as a single lump sum unit of work, complete in place and accepted.

### E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.06	Transport and Install State Furnished Traffic Signal Cabinet	LS



	STH 20 & CTH W/Buena Park Road	
SPV.0105.07	Transport and Install State Furnished Traffic Signal Cabinet	LS
	STH 20 & Jefferson Street	

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

**77. Transport Signal and Lighting Materials STH 20 & CTH W/Buena Park Road, Item SPV.0105.08; STH 20 & Jefferson Street, Item SPV.0105.09; STH 20 & E. Main Street, Item SPV.0105.10.**

**A Description**

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

**B Materials**

Transport materials furnished by the department including: monotube poles, monotube arms, luminaire arms (to be installed on monotube assemblies), and clamp arms.

Pick up the department furnished materials at the department's Electrical Shop located at 935 South 60th Street, West Allis. Notify the department's Electrical Field Unit at (414) 266-1170 and make arrangements for picking up the department furnished materials at least five working days prior to picking the materials up.

**C (Vacant)**

**D Measurement**

The department will measure Transport Signal and Lighting Materials (location) as a single lump sum unit of work, in place and accepted.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.08	Transport Signal and Lighting Materials STH 20 & CTH W/Buena Park Road	LS
SPV.0105.09	Transport Signal and Lighting Materials STH 20 & Jefferson Street	LS
SPV.0105.10	Transport Signal and Lighting Materials STH 20 & E. Main Street	LS

Payment is full compensation for transporting the monotube poles, monotube arms, luminaire arms (to be installed on monotubes), and clamp arms. Installation of these materials is included under a separate pay item.

**78. Transport and Install State Furnished Emergency Vehicle Preemption (EVP) Detector Heads STH 20 & CTH W/Buena Park Road, Item SPV.0105.11; STH 20 & Jefferson Street, Item SPV.0105.12; STH 20 & E. Main Street, Item SPV.0105.13; STH 36 & STH 20, Item SPV.0105.14.**

**A Description**

This special provision describes the transporting and installing of state furnished Emergency Vehicle Preemption (EVP) Detector Heads and EVP detector head mounting brackets.

**B Materials**

Use materials furnished by the department including: Emergency Vehicle Preemption (EVP) Detector Heads and EVP detector head mounting brackets.

Pick up the state furnished materials at the department's Electrical Shop located at 935 South 60<sup>th</sup> Street, West Allis. Notify the department's Electrical Field Unit at (414) 266-1170 and make arrangements for picking up the state furnished materials at least five working days prior to picking the materials up.

**C Construction**

Install the EVP detector heads and EVP detector head mounting brackets as shown on the plans. The department will determine the exact location to ensure that the installation does not create a sight obstruction. Mount the EVP detector heads and confirmation lights and wire them per manufacturer instructions. For a cabinet that is not operating the signal, the contractor will terminate the ends and install the discriminators and card rack in the cabinet. If the cabinet is operating the signal, the cabinet wiring will be done by the department.

Notify the department's Electrical shop at (414) 266-1170 upon completion of the installation of the Emergency Vehicle Preemption (EVP) Detector Heads and EVP detector head mounting brackets.

#### **D Measurement**

The department will measure Transport and Install State Furnished Emergency Vehicle Preemption (EVP) Detector Heads as a single lump sum unit of work, in place and accepted.

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.11	Transport and Install State Furnished Emergency Vehicle Preemption (EVP) Detector Heads STH 20 & CTH W/Buena Park Road	LS
SPV.0105.12	Transport and Install State Furnished Emergency Vehicle Preemption (EVP) Detector Heads STH 20 & Jefferson Street	LS
SPV.0105.13	Transport and Install State Furnished Emergency Vehicle Preemption (EVP) Detector Heads STH 20 & E. Main Street	LS
SPV.0105.14	Transport and Install State Furnished Emergency Vehicle Preemption (EVP) Detector Heads STH 36 & STH 20	LS

Payment is full compensation for transporting and installing of department furnished Emergency Vehicle Preemption (EVP) Detector Heads and EVP detector head mounting brackets.

### **79. Removing Geodetic Survey Monument, Item SPV.0105.15.**

#### **A Description**

This special provision describes removing the concrete Height Modernization Geodetic Survey Monument 1X45 located at Station 366+05.50, 33.6' LT and salvaging the 3.5-inch bronze disc on top of the monument as shown on the plans and according to the pertinent provisions of standard spec 204 and as hereinafter provided. The monument is concrete that is located in the bridge B-51-444 northeast parapet. The bronze disc to be salvaged for department use is embedded in the concrete.

Height Mod Station information can be found at:

- Wisconsin State Cartographer's web site – [www.sco.wisc.org](http://www.sco.wisc.org)
- U.S. Department of Commerce web site – [www.ngs.noaa.gov](http://www.ngs.noaa.gov)

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

#### **C Construction**

Remove the concrete height modernization geodetic survey monument and salvage the bronze disc and return to the department according to standard spec 204.3.

Notify the Racine County Surveyor and Thomas Lipsky, RLS Wis-DOT/SE Region-Waukesha five working days prior to construction operations that may disturb existing monument, with pertinent questions or to return salvaged bronze disc to the department. Thomas Lipsky can be reached at (262)548-6737 office or (414)750-1508 cell, or email [thomas.lipsky@dot.wi.gov](mailto:thomas.lipsky@dot.wi.gov).

Please report endangered Wisconsin Height Modernization program geodetic control survey stations by calling toll free (866) 568-2852 or by emailing information to [geodetic@dot.wi.gov](mailto:geodetic@dot.wi.gov)

- Diane Arendt - Wisconsin Department of Transportation (WisDOT)
- Elliot Smith - WISCORS Network Administrator
- Mick Heberlein –Wisconsin Department of Transportation (WisDOT)

#### **D Measurement**

The department will measure Removing Geodetic Survey Monument as a single complete lump sum unit of work, acceptably completed.

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.15	Removing Geodetic Survey Monument	LS

Payment is full compensation for removing concrete geodetic survey monument, proper disposal of all materials, and for salvaging 3.5-inch bronze disc and returning it to the department.

### **80. Salvage and Preserve Block Wall and Railing (Sta. 364+19, RT), Item SPV.0105.16.**

#### **A Description**

This special provision describes preserving the existing modular block wall and metal railing at Station 364+19, RT and salvaging and reinstalling the block wall and railing as required in order to construct the project.

#### **B Materials**

Furnish all incidental materials required to modify the metal railing, reconstruct the block wall, and restore the integrity of the wall and railing to existing conditions. Replace materials damaged by contractor operations with equivalent materials, both in aesthetics and structural integrity, approved by the engineer.

#### **C Construction**

Remove and salvage only the portions of the modular block retaining wall and metal railing that directly conflict with construction operations. Preserve and protect the integrity of the remaining wall and railing. Reinstall the wall and railing after completion of conflicting bridge construction operations according to industry standard practices and manufacturer specifications to match the existing conditions and integrity. Reconstruct the wall to match into the finished bridge (B-51-150) wingwall, leaving no gaps wider than what is required for expansion and contraction of the two separate structures. Reconstruct the metal railing up to the finished bridge parapet wall in compliance with State building codes.

Replace any components of the wall or railing damaged by contractor operations.

#### **D Measurement**

The department will measure Salvage and Preserve Block Wall and Railing (Sta. 364+19, RT) as a single lump sum unit of work, acceptably completed.

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.16	Salvage and Preserve Block Wall and Railing (Sta. 364+19, RT)	LS

Payment is full compensation for preserving and protecting the integrity of the existing modular block retaining wall and railing; removing and salvaging the wall and railing necessary for construction operations; storing the salvaged materials; reinstalling the block wall and railing to original conditions; field adjustment or fabrication of existing materials to fit final field conditions; materials damaged by contractor operations; and all incidental materials necessary to accomplish the work.

### **81. Rectangular Rapid Flashing Beacon, East crossing Right WB STH 20 at Rivermoor Rd, Item SPV.0105.17; East crossing Left Median WB STH 20 at Rivermoor Rd, Item SPV.0105.18; East crossing Right EB STH 20 at Rivermoor Rd, Item SPV.0105.19; East crossing Left Median EB STH 20 at Rivermoor Rd, Item SPV.0105.20; West crossing Right WB STH 20 at Rivermoor Rd, Item SPV.0105.21; West crossing left median WB STH 20 at Rivermoor Rd, Item SPV.0105.22; West crossing Right EB STH 20 at Rivermoor Rd, Item SPV.0105.23; West crossing Left Median EB STH 20 at Rivermoor Rd; Item SPV.0105.24.**

#### **A Description**

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

wirelessly controlled and multiple units shall be synchronized. This specification is according to requirements contained in FHWA interim approval 1A-21 dated March 20, 2018 for flashing requirements and beacon operation.

## **B Materials**

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

- (1) Light Indications
  - a. Each indication shall be a minimum size of approximately 7" wide x 3" high with 8 high power LEDs
  - b. Two indications shall be installed on an assembly facing in the direction of approaching vehicular traffic. The two indications shall be aligned horizontally, with the longer dimension of the indication horizontal, and a minimum space between the two indications of approximately 7" measured from inside edge of one indication to inside edge of second indication.
  - c. A 6 LED or approved equal indication shall be installed on an assembly facing in the direction of approaching pedestrian traffic to serve as a confirmation for the pedestrian that the system has been activated.
  - d. The outside edges of the two indications, including any housing, shall not protrude beyond the outside edges of the integral signage of the assembly.
  - e. The light intensity of the indications of the yellow indications during daytime conditions shall meet the minimum Class 1 yellow peak luminous intensity in the Society of Automotive Engineering (SAE) Standard J595 Class 1(Directional Flashing Optical Warning Devices for Authorized Emergency, Maintenance, and Service Vehicles) dated January 2005 and certification to be available upon request
  - f. Each indication shall be located between the bottom of the crossing warning sign and the top of the supplemental downward diagonal arrow plaque.
  - g. All exposed hardware shall be anti-vandal.
  - h. All individual components of the system shall be replaceable to allow for easy field repair and maintenance.
  - i. To minimize excessive glare during nighttime conditions, an automatic signal dimming device should be used to reduce the brilliance of the RRFB indications during nighttime conditions.
- (2) Sign
  - a. All signs shall be supplied and installed under a separate bid item. However, the assemblies must be constructed to allow the appropriate space for the installation of the signs in the field.
- (3) Control Circuit and Beacon flashing requirements:
  - a. The control circuit shall have the capability of independently flashing up to two independent outputs. The LED light outputs and flash pattern shall be FHWA approved and engineer programmed.
  - b. The controller shall be one of the following:
    - web enabled to allow for remote programming and system diagnostics. Including flash time, flash pattern and report system information, such as battery voltage, and temperature.
    - on-board user interface that provides system diagnostics and allows system setting changes
    - Approved equal
  - c. The flashing output shall have 75 flashing sequences per minute. During each 800 millisecond flashing sequence, the left and right RRFB indications shall operate using the following sequence:
    1. The RRFB indication on the left-hand side shall be illuminated for approximately 50 milliseconds.  
Both RRFB indications shall be dark for approximately 50 milliseconds.
    2. The RRFB indication on the right-hand side shall be illuminated for approximately 50 milliseconds.  
Both RRFB indications shall be dark for approximately 50 milliseconds.

3. The RRFB indication on the left-hand side shall be illuminated for approximately 50 milliseconds.  
Both RRFB indications shall be dark for approximately 50 milliseconds.
  4. The RRFB indication on the right-hand side shall be illuminated for approximately 50 milliseconds.  
Both RRFB indications shall be dark for approximately 50 milliseconds.
  5. Both RRFB indications shall be illuminated for approximately 50 milliseconds.  
Both RRFB indications shall be dark for approximately 50 milliseconds.
  6. Both RRFB indications shall be illuminated for approximately 50 milliseconds.  
Both RRFB indications shall be dark for approximately 250 milliseconds.
- d. Flash rates with the frequencies of 5 to 30 flashes/second shall not be used to avoid inducing seizures.
  - e. The control circuit shall be installed in an IP67 NEMA rated enclosure.
  - f. All circuit connectors shall conform to Ingress Protection, IP-67 rating, dust proof, and protected from temporary immersion in water up to 3 feet deep for 30 minutes.  
Connectors shall be Deutsch DTM series, Carmanah RRFB or approved equal
  - g. All individual components of the system shall be replaceable to allow for easy field repair and maintenance.
- (4) Beacon Operation:
- a. The RRFB shall be normally dark, shall initiate operation only upon pedestrian actuation, and shall cease operation at a predetermined time after the pedestrian actuation or, with passive detection, after the pedestrian clears the crosswalk.
  - b. All RRFB units associated with a given crosswalk (including those with an advance crossing sign, if used) shall, when actuated, simultaneously commence operation of their rapid-flashing indications and shall cease operation simultaneously.
  - c. If pedestrian pushbutton detectors (rather than passive detection) are used to actuate the RRFB indications, a Push Button To Turn On Warning Lights (R10-25) sign shall be installed explaining the purpose and use of the pedestrian pushbutton detector. See signing plan
  - d. The duration of a predetermined period of operation of the RRFBs following each actuation should be based on the procedures provided in Section 4E.06 of the 2009 MUTCD for the timing of pedestrian clearance times for pedestrian signals.
  - e. The predetermined flash period shall be immediately initiated each and every time that a pedestrian pressing a pushbutton detector
  - f. A small pilot light may be installed integral to the RRFB or pedestrian pushbutton detector to give confirmation that the RRFB is in operation.
- (5) Battery
- a. The Battery shall be a 12VDC Absorbed Glass Mat (AGM) sealed lead-acid, maintenance-free battery.
  - b. The Battery shall be rated at 45AH minimum and shall conform to Battery Council International (BCI) specifications or battery system that is 14Ah and is suitable for usage model and system autonomy requirements or approved equal.  
All batteries shall be sealed in a plastic film to provide moisture and corrosion resistance.
  - c. The Battery shall have a minimum operating temperature range of -76° to 140°F (-60° to 60°C).
  - d. All battery connectors shall conform to Ingress Protection, IP-67 rating, dust proof, and protected from temporary immersion in water up to 3 feet deep for 30 minutes.  
Connectors shall be Deutsch DTM series or approved equal
  - e. The Battery shall be solar-charged with a capacity up to 30 days of autonomy without sunlight, varying with ambient temperature and number of activations. Solar calculations shall be provided
- (6) Wireless Radio
1. Radio control shall operate on 900 MHz frequency hopping spread spectrum network or 2.4 GHz ISM band mesh network radio

2. Radio shall integrate with communication of RRFB system control circuit to activate light indications from pushbutton input.
  3. The Radio shall synchronize all of the remote light indications so they will turn on within 120 msec of each other and remain synchronized through-out the duration of the flashing cycle.
  4. Radio systems shall operate from 3.6 vdc to 15vdc
  5. The Radio unit shall have an LCD display to program flash time and communicate system information, such as battery voltage, battery temperature and solar charge level an onboard diagnostics.
  6. All individual components of the system shall be replaceable to allow for easy field repair and maintenance.
- (7) Pushbutton
- a. The pushbutton shall be capable of continuous operation over a temperature range of -30 degrees F to 165 degrees F (-34 degrees C to 74 degrees C).
  - b. Pushbutton shall be ADA compliant.
- (8) Automatic Time Switch
- a. For school crossings the installation shall be equipped with an automatic time switch which shall cause the RRFB's to operate only during the following periods in addition to the push button activation:
    - a. For three-quarters of an hour before school begins in the ` morning.
    - b. Between the end of the morning and the beginning of the afternoon session;
    - c. For three-quarters of an hour after the end of the afternoon session.
    - d. the beacons shall only operate on school days and arrangements shall be made so the beacons will not operate on holidays
- (9) Solar Panel
- a. The Solar Panel shall provide a minimum of 10 watts and maximum of 55 watts at peak total output or approved equal.
  - b. The Solar Panel shall be affixed to an aluminum plate and bracket, at minimum angle of 45 degrees to allow for maximum solar collection and optimal battery strength or approved equal.
  - c. The Solar Panel Assembly (panel, plate and bracket) shall be mounted on a pole cap mount or aluminum mounting bracket, to allow for maximum solar collection and optimal battery strength or approved equal.
  - d. The Solar Panel shall have a minimum operating temperature range of -40° to 185°F (-40° to 85°C).
- (10) Pedestal Shaft
- a. Shall meet the requirements as set forth in standard spec 657.2.4.
  - b. Shall be a standard 4.5" OD aluminum pedestal pole. Supplied with one end threaded for easy installation into a pedestal base.
  - c. Shall be a 13' Schedule 80 pipe raw aluminum
  - d. Incidental to RRFB
  - e. Exception – Those signs shown on light pole do not require pedestal shaft or footing. See signing plan for locations
- (11) Pedestal Base
- a. Shall meet the requirements as set forth in standard spec 657.2.5.
  - b. The pedestal base shall be a cast aluminum pedestals mount on a concrete base attached by four internal anchor bolts imbedded in the base.
  - c. The Base shall have a large 8.5" square hand hole cover allowing access to the interior of the base.
  - d. Incidental to RRFB
- (12) Concrete Base
- a. Shall meet the requirements as set forth in standard spec 654.2.1, as applicable.
  - b. The concrete base shall be a Type 1 base (WisDOT bid item 654.0101) or approved equivalent.
  - c. Incidental to RRFB

- (13) Anchor Bolts
  - a. The anchor bolts shall be galvanized steel 1" x 42".
  - b. Set of 4 includes lock washer and nut.
  - c. Incidental to RRFB

### **C Construction**

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

The RRFB's in the median shall be mounted back to back and the 4 RRFB's on the east crossing shall be interconnected to flash at the same time when a pedestrian activates any RRFB on the east crossing. The RRFB's in the median shall be mounted back to back and the 4 RRFB's on the west crossing shall be interconnected to flash at the same time when a pedestrian activates any RRFB on the west crossing.

### **D Measurement**

The department will measure Rectangular Rapid Flashing Beacon (location) as a single lump sum unit of work, as shown on the plans, acceptably completed.

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.17	Rectangular Rapid Flashing Beacon East crossing Right WB STH 20 at Rivermoor Rd	LS
SPV.0105.18	Rectangular Rapid Flashing Beacon East crossing Left Median WB STH 20 at Rivermoor Rd	LS
SPV.0105.19	Rectangular Rapid Flashing Beacon East crossing Right EB STH 20 at Rivermoor Rd	LS
SPV.0105.20	Rectangular Rapid Flashing Beacon East crossing Left Median EB STH 20 at Rivermoor Rd	LS
SPV.0105.21	Rectangular Rapid Flashing Beacon West crossing Right WB STH 20 at Rivermoor Rd	LS
SPV.0105.22	Rectangular Rapid Flashing Beacon West crossing left median WB STH 20 at Rivermoor Rd	LS
SPV.0105.23	Rectangular Rapid Flashing Beacon West crossing Right EB STH 20 at Rivermoor Rd	LS
SPV.0105.24	Rectangular Rapid Flashing Beacon West crossing Left Median EB STH 20 at Rivermoor Rd	LS

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

U:rectangular rapid flash beacon WISDOT RRFB Spec 2250-12-70 STH 20 in Waterford 4-23-18.

## **82. Timber Lagging, Item SPV.0110.01.**

### **A Description**

Work under this item consists of furnishing, delivering, and installing all timber lagging for soldier pile and lagging walls. Perform work according to pertinent parts of the standard specifications, the plans, and these special provisions.

### **B Materials**

Furnish materials that conform to lumber as specified in standard spec 507 except that preservative treatments according to standard spec 507.2.2.6 are not required and untreated lumber may be used. Use Douglas fir or Southern pine construction grade rough-cut lumber with a minimum nominal thickness of 3-inches. Where necessary provide certification that the timber conforms to the grade, species, and other specified requirements. The minimum tabulated unit stress in bending (Fb), used for the design of the timber lagging, shall be 1000 psi (6.9 MPa) unless otherwise specified on the plans.

### **C Construction**

Place timber lagging from the top down in sufficiently small lifts immediately after excavation to prevent erosion of materials into excavation. Before placing lagging, smooth the soil face to create a contact surface for the lagging. Lagging shown above grade shall be installed and backfilled against prior to

installing any permanent facing to minimize post construction deflections. Over-excavation required to place the timber lagging behind the flanges of the soldier piles shall be the minimum necessary to install the lagging. Any voids produced behind the lagging shall be filled with flowable backfill as defined in the Excavation for Structures Retaining Wall standard spec section at the contractor's expense. When the plans require the contractor to design the timber lagging, the design shall be based on established practices published in FHWA or AASHTO documents considering lateral earth pressure, construction loading, traffic surcharges and the lagging span length(s). The contractor shall be responsible for the successful performance of the lagging system until the concrete facing is installed. Shear walls, next to the stairs, that call out for an additional offset pile contains timber lagging on the backside of the wall. Timber lagging is to be installed as stated above. Never place lagging in tight contact to adjacent lagging.

#### **D Measurement**

The department will measure Timber Lagging by the thousand feet board measure (MBM), acceptably completed. The department will compute quantities from the nominal sizes and from the lengths as framed and erected. The department will not make any allowances for waste. The department will only measure timber that is a part of the completed work.

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0110.01	Timber Lagging	MBM

Payment is full compensation for Timber Lagging; for furnishing, framing, installing, and the timber lagging.

### **83. Wall Modular Block Mechanically Stabilized Earth R-51-0070, Item SPV.0165.01.**

#### **A Description**

This special provision describes designing, furnishing materials and erecting a permanent earth retention system according to the lines, dimension, elevations and details as shown on the plans and provided in the contract. The design life of the wall and all wall components shall be 75 years minimum.

This special provision describes the quality management program (QMP) for Mechanically Stabilized Earth (MSE) walls. A quality management program is defined as all activities, including process control, inspection, sampling and testing, and necessary adjustments in the process that are related to the construction of the MSE wall, which meets all the requirements of this provision.

This special provision describes contractor quality control (QC) sampling and testing for backfill density testing, documenting those results, and documenting related production and placement process changes. This special provision also describes department quality verification (QV), independent assurance (IA), and dispute resolution.

Chapter 8 of the department's construction and materials manual (CMM) provides additional detailed guidance for QMP work and describes sampling and testing procedures.

#### **B Materials**

##### **B.1 Proprietary Wall Systems**

The supplied wall system must be from the department's approved list of Modular Block Mechanically Stabilized Earth Wall systems. Proprietary wall systems must conform to the requirements of this specification and be pre-approved for use by the department's Bureau of Structures. The department maintains a list of pre-approved proprietary wall systems. The name of the pre-approved proprietary wall system selected shall be furnished to the engineer within 25 days after the award of contract. The location of the plant manufacturing the facing units shall be furnished to the engineer at least 14 days prior to the project delivery.

To be eligible for use on this project, a system must have been pre-approved by the Bureau of Structures and added to that list prior to the bid closing date. To receive pre-approval, the retaining wall system must comply with all pertinent requirements of this provision and be prepared according to the requirements of Chapter 14 of the department's LRFD Bridge Manual. Information and assistance with the pre-approval process can be obtained by contacting the Bureau of Structures, Structures Maintenance Section in Room 601 of the Hill Farms State Transportation Building in Madison or by calling (608) 266-8494.

##### **B.2 Design Requirements**



It is the responsibility of the contractor to submit a design and supporting documentation as required by this special provision, for review and acceptance by the department, to show the proposed wall design is in compliance with the design specifications. The submittal shall include the following items for review: detailed plans and shop drawings, complete design calculations, explanatory notes, supporting materials, and specifications. The detailed plans and shop drawings shall include all details, dimensions, quantities and cross-standard specs necessary to construct the walls. Submit electronically to the engineer and Bureau of Structures for review and acceptance. Submit no later than 60 days from the date of notification to proceed with the project and a minimum of 30 days prior to the date proposed to begin wall construction.

Submit a sample of the modular block color, size, and aesthetics to the Village of Waterford for approval a minimum of 60 days prior to ordering materials. Contact Jim Bergles, (262) 534-3980 or [jbergles@waterfordwi.org](mailto:jbergles@waterfordwi.org), to provide the wall sample for approval.

The plans and shop drawings shall be prepared on reproducible sheets 11 inch x 17 inch, including borders. Each sheet shall have a title block in the lower right corner. The title block shall include the WisDOT project identification number and structure number. Design calculations and notes shall be on 8 ½ inch x 11 inch sheets, and shall contain the project identification number, name or designation of the wall, date of preparation, initials of designer and checker, and page number at the top of the page. All plans, shop drawings, and calculations shall be signed, sealed and dated by a professional engineer licensed in the State of Wisconsin.

The design of the wall shall be in compliance with the current American Association of State Highway and Transportation Officials LRFD (AASHTO LRFD) Bridge Design Specifications with latest interim specifications for Mechanically Stabilized Earth Walls, WisDOT's current Standard Specifications for Highway and Structure Construction (standard spec), Chapter 14 of the WisDOT LRFD Bridge Manual and standard engineering design procedures as determined by the department. Loads, load combinations, load and resistance factors shall be as specified in AASHTO LRFD Section 11. The associated resistance factors shall be defined according to Table 11.5.7-1 in AASHTO LRFD.

Design and construct the walls according to the lines, grades, heights and dimensions shown on the plans, as herein specified, and as directed by the engineer.

Walls parallel to supporting highway traffic shall be designed for the effects of highway surcharge loading equivalent of 2 feet soil surcharge weight or 240 psf. The design shall also consider the traffic barrier impact where applicable. Walls that do not carry highway traffic shall be designed for a live load surcharge of 100 psf according to Chapter 14 of the WisDOT LRFD Bridge Manual or as stated on the plans.

A maximum value of the angle of internal friction of the wall backfill material used for design shall be assumed to be 30 degrees without a certified report of tests. If a certified report of tests yields an angle of internal friction greater than 30 degrees, the larger test value may be used for design, up to a maximum value of 36 degrees.

An external stability check at critical wall stations showing Capacity Demand Ratio (CDR) for sliding, eccentricity, and bearing checks is provided by the department and are provided on the wall plans.

The design of the wall by the contractor shall consider the internal and compound stability of the wall mass according to AASHTO LRFD 11.10.6. The internal stability shall include soil reinforcement pullout, soil reinforcement rupture, and wall facing-reinforcement connection failure at each soil reinforcement level. The design shall be performed using the Simplified Method or Coherent Gravity Method. Calculations for factored stresses and resistances shall be based upon assumed conditions at the end of the design life. Compound stability shall be computed for the applicable strength limits. Sample analyses and hand calculations shall be submitted to verify the output of any software used. The design calculations and notes shall clearly indicate the Capacity to Demand Ratios (CDR) for all internal and external stabilities as defined in AASHTO LRFD.

Wall facing units shall be designed according to AASHTO LRFD 11.10.2.3.

The minimum length of soil reinforcement measured from the back face of the wall shall be equal to 0.7 of the wall height, or as shown on the plan. In no case shall this length be less than 6.0 feet. The soil reinforcement length shall be the same from the bottom to the top of the wall. All soil reinforcement layers shall be connected to facings. The soil reinforcement shall extend a minimum of 3.0 feet beyond the theoretical failure plane in all cases. The maximum vertical spacing of soil reinforcement layers shall be two times the block depth (front face to back face) or 32 inches, whichever is less. The first (bottom) layer of reinforcement shall be placed no further than 12 inches above the top of the leveling pad or the height

of the block, but at least one block height above the leveling pad. The last (top) layer of soil reinforcement shall be no further than 21 inches below the top of the uppermost block.

All soil reinforcement required for the reinforced soil zone shall be connected to the wall facing.

Soil reinforcement shall be fabricated or designed to avoid piling, drainage structures or other obstacles in the fill without field modifications. Unless approved by the Bureau of Structures cutting or altering of the basic structural section of either the strip or grid at the site is prohibited, a minimum clearance of 3" shall be maintained between any obstruction and reinforcement, and splicing reinforcement is not allowed.

The minimum embedment of the wall shall be 1 foot 6 inches below finished grade, or as given on the plans. All walls shall be provided with a concrete leveling pad. Minimum wall embedment does not include the leveling pad depth. Step the leveling pad to follow the general slope of the ground line. Frost depth shall not be considered in designing the wall for depth of leveling pad.

Wall facing units shall be installed on a concrete leveling pad. The bottom row of blocks shall be horizontal and 100% of the block surface shall bear on the leveling pad.

Concrete leveling pads shall be as wide as the proposed blocks plus six inches, with six inches of the leveling pad extending beyond the front face of the blocks. The minimum thickness of the leveling pad shall be 6-inches.

### **B.3 Wall System Components**

Materials furnished for wall system components under this contract shall conform to the requirements of this specification. All documentation related to material and components of the wall systems specified in this subsection shall be submitted to the engineer.

#### **B.3.1 Wall Facing**

Wall facing units shall consist of precast modular concrete blocks. Furnish concrete produced by a dry-cast or wet-cast process. Concrete for all blocks shall not contain less than 565 pounds of cementitious materials per cubic yard. The contractor may use cement conforming to standard spec. 501.2.1 or may substitute for portland cement at the time of batching conforming to standard spec. 501.2.6 for fly, 501.2.7 for slag, or 501.2.8 for other pozzolans. In either case the maximum total supplementary cementitious content is limited to 30% of the total cementitious content by weight.

Dry-cast concrete blocks shall be manufactured according to ASTM C1372 and this specification.

All units shall incorporate a mechanism or devices that develop a mechanical connection between vertical block layers. Units that are broken, have cracks wider than 0.02" and longer than 25% of the nominal height of the unit, chips larger than 1", have excessive efflorescence, or are otherwise deemed unacceptable by the engineer, shall not be used within the wall. A single block type and style shall be used throughout each wall. The color and surface texture of the block shall be as given on the plan.

The top course of facing units shall be as noted on the plans, either;

- Solid precast concrete unit designed to be compatible with the remainder of the wall. The finishing course shall be bonded to the underlying facing units with a durable, high strength, flexible adhesive compound compatible with the block material.
- A formed cast-in-place concrete cap. A cap of this type shall have texture, color, and appearance, as noted on the plans. The vertical dimension of the cap shall not be less than 3 1/2 inches. Expansion joints shall be placed in the cap at a maximum spacing of 20 feet unless noted otherwise on the plan. Use Grade A, A-FA, A-S, A-T, A-IS, A-IP or A-IT concrete conforming to standard spec 501 as modified in standard spec 716. Provide QMP for cast in place cap and coping concrete as specified in standard spec 716, Class II Concrete.

Block dimensions may vary no more than  $\pm 1/8$  inch from the standard values published by the manufacturer. Blocks must have a minimum depth (front face to back face) of 8 inches. The minimum front face thickness of blocks shall be 4 inches measured perpendicular from the front face to inside voids greater than 4 square inches. The minimum allowed thickness of any other portions of the block is 1 3/4 inches. The front face of the blocks shall conform to plan requirements for color, texture, or patterns.

If pins are used to align modular block facing units, they shall consist of a non-degrading polymer, or hot dipping galvanized steel and be made for the express use with the modular block units supplied, to develop mechanical interlock between facing unit block layers. Connecting pins shall be capable of holding the wall in the proper position during backfilling. Furnish documentation that establishes and substantiates the design life of such devices.

For concrete leveling pad, use Grade A, A-FA, A-S, A-T, A-IS, A-IP, or A-IT concrete conforming to standard spec 501 as modified in standard spec 716. Provide QMP for leveling pad concrete as specified in standard spec 716, Class III Concrete.

### B.3.2 Material Testing

Provide independent quality verification testing of project materials according to the following requirements:

Test	Method	Requirement	
		Dry-cast	Wet-cast
Compressive Strength (psi)	ASTM C140	5000 min.	4000 min.
Air Content (%)	AASHTO T152	N/A	6.0 +/-1.5
Water Absorption (%)	ASTM C140	6 max. <sup>[3]</sup>	N/A
Freeze-Thaw Loss (%) 40 cycles, 5 of 5 samples 50 cycles, 4 of 5 samples	ASTM C1262 <sup>[1]</sup>	1.0 max. <sup>[2][3]</sup> 1.5 max. <sup>[2][3]</sup>	N/A

[1] Test shall be run using a 3% saline solution and blocks greater than 45 days old.

[2] Test results that meet either of the listed requirements for Freeze-Thaw Loss are acceptable.

[3] The independent testing laboratory shall control and conduct all sampling and testing. Prior to sampling, the manufacturer's representative shall identify materials by lot. Five blocks per lot shall be randomly selected for testing. Solid blocks used as a finishing or top course shall not be selected. The selected blocks shall remain under the control of the person who conducted the sampling until shipped or delivered to the testing laboratory. All pallets of blocks within a lot shall be strapped or wrapped to secure the contents and tagged or marked for identification. The engineer will reject any pallet of blocks delivered to the project without intact security measures. At no expense to the department, the contractor shall remove all rejected blocks from the project. If a random sample of five blocks of any lot tested by the department fails to meet any of the above testing requirements, the entire lot will be considered non-conforming.

The contractor and fabricator shall coordinate with the independent testing agency to ensure that strength and air content samples can be taken appropriately during manufacturing. At the time of delivery of materials, furnish the engineer a certified report of test from an AASHTO-registered or ASTM-accredited independent testing laboratory for each lot.

The certified test report shall include the following:

- Project ID
- Production process used (dry-cast or wet-cast)
- Name and location of testing facility
- Name of sampling technician
- Lot number and lot size

Testing of project materials shall be completed not more than 18 months prior to delivery. Independent testing frequency shall not exceed 5000 blocks for dry-cast blocks and the lesser of 150 CY or 1 day's production for wet-cast blocks. The certified test results will represent all blocks within the lot. Each pallet of blocks delivered shall bear lot identification information. Block lots that do not meet the requirements of this specification or blocks without supporting certified test reports will be rejected and shall be removed from the project at no expense to the department.

Nonconforming materials will be subject to evaluation according to standard spec 106.5.

### B.3.3 Backfill

Furnish and place backfill for the wall as shown on the plans and as hereinafter provided.

Wall Backfill, Type A, shall comply with the requirements for Coarse Aggregate No. 1 as given in standard spec 501.2.5.4.4. All backfill placed within a zone from the top of the leveling pad to the top of the final layer of wall facing units and within 1 foot behind the back face of the wall shall be Wall Backfill, Type A. This includes all material used to fill openings in the wall facing units.

Wall Backfill, Type B, shall be placed in a zone extending horizontally from 1 foot behind the back face of the wall to 1 foot beyond the end of the reinforcement and extending vertically from the top of the leveling pad to a minimum of 3 inches above the final reinforcement layer.

Use natural sand or a mixture of sand with gravel, crushed gravel or crushed stone. Do not use foundry sand, bottom ash, blast furnace slag, crushed/recycled concrete, crushed/milled asphaltic concrete or other potentially corrosive material.

Provide material conforming to the following gradation requirements as per AASHTO T27.

Sieve Size	% by Weight Passing
1 inch	100
No. 40	0 - 60
No. 200	0 - 15

The material shall have a liquid limit not greater than 25, as per AASHTO T89, and a plasticity index not greater than 6, as per AASHTO T90. Provide the percent by weight, passing the #4 sieve.

In addition, backfill material Type A and Type B shall meet the following requirements:

Test	Method	Value
pH	AASHTO T-289	4.5-9.0
Sulfate content <sup>[1]</sup>	AASHTO T-290	200 ppm max.
Chloride content <sup>[1]</sup>	AASHTO T-291	100 ppm max.
Electrical Resistivity	AASHTO T-288	3000 ohm-cm min.
Organic Content <sup>[1]</sup>	AASHTO T-267	1.0% max.
Angle of Internal Friction	AASHTO T-236 <sup>[2]</sup>	30 degrees min. (At 95.0% of maximum density and optimum moisture, per AASHTO T99, or as modified by C.2)

[1] Requirement does not apply to walls with non-metallic reinforcement.

[2] If the amount of P-4 material is greater than 60%, use AASHTO 236 with a standard-size shear box. Test results of this method may allow the use of larger angles of internal friction, up to the maximum allowed by this specification.

If the amount of P-4 material is less than or equal to 60%, two options are available to determine the angle of internal friction. The first method is to perform a fractured faces count, per ASTM D5821, on the R-4 material. If more than 90% of the material is fractured on one face and more than 50% is fractured on two faces, the material meets the specifications and the angle of internal friction can be assumed to be 30 degrees. The second method allows testing all P-1" material, as per AASHTO T-236, with a large shear box. Test results of this second method may allow the use of larger angles of internal friction, up to the maximum allowed by this specification.

Prior to placement of the backfill, obtain and furnish to the engineer a certified report of test results that the backfill material complies with the requirements of this specification. Specify the method used to determine the angle of internal friction. This certified report of test shall be less than 6 months old. Tests will be performed by a certified independent laboratory. In addition, when backfill characteristics and/or sources change, provide a certified report of tests for the new backfill material. Additional certified report of tests are also required. These additional backfill tests may be completed at the time of material production or material placement, with concurrence of the engineer. If this additional testing is completed at the time of material production, complete testing for every 2000 cubic yards of backfill or portion thereof. If this additional testing is completed at the time of material placement, complete testing for every

2000 cubic yards of backfill, or portion thereof, used per wall. For the additional required testing for every 2000 cubic yards of backfill placement, if the characteristic of the backfill and/or the source has not changed then Angle of Internal Friction tests are not included in the additional required testing. All certified reports of test results shall be less than 6 months old and performed by a certified independent laboratory.

### B.3.4 Soil Reinforcement

#### B.3.4.1 Geogrids

Geogrid supplied as reinforcing members shall be manufactured from long chain polymers limited to polypropylene, high-density polyethylene, polyaramid, and polyester. Geogrids shall form a uniform rectangular grid of bonded, formed, or fused polymer tensile strands crossing with a nominal right angle orientation. The minimum grid aperture shall be 0.5 inch. The geogrid shall maintain dimension stability during handling, placing, and installation. The geogrid shall be insect, rodent, mildew, and rot resistant. The geogrid shall be furnished in a protective wrapping that shall prevent exposure to ultraviolet radiation and damage from shipping or handling. The geogrid shall be kept dry until installed. Each roll shall be clearly marked to identify the material contained.

The wall supplier shall provide the nominal long-term design strength ( $T_{al}$ ) and nominal long-term connection strength,  $T_{ac}$  as discussed below.

#### Nominal Long-Term Design Strength ( $T_{al}$ )

The wall supplier shall supply the nominal long-term design strength ( $T_{al}$ ) used in the design for each reinforcement layer and shall be determined by dividing the Ultimate Tensile Strength ( $T_{ult}$ ) by the factors  $RF_{ID}$ ,  $RF_{CR}$ ,  $RF_D$ .

Hence,

$$T_{al} = \frac{T_{ult}}{RF_{ID} \times RF_{CR} \times RF_D}$$

where:

$T_{ult}$ =	Ultimate tensile strength of the reinforcement determined from wide width tensile tests (ASTM D6637) for geogrids based on the minimum average roll value (MARV) for the product.
$RF_{ID}$ =	Strength reduction factor to account for installation damage to the reinforcement. In no case shall $RF_{ID}$ be less than 1.1.
$RF_{CR}$ =	Strength reduction factor to prevent long-term creep rupture of the reinforcement. In no case shall $RF_{CR}$ be less than 1.2.
$RF_D$ =	Strength reduction factor to prevent rupture of the reinforcement due to chemical and biological degradation. In no case shall $RF_D$ be less than 1.1.

Values for  $RF_{ID}$ ,  $RF_{CR}$ , and  $RF_D$  shall be determined from product specific test results. Guidelines for determining  $RF_{ID}$ ,  $RF_{CR}$ , and  $RF_D$  from product specific data are provided in FHWA Publication No. FHWA-NHI-10-024 and FHWA-NHI-10-025 "Design and Construction of Mechanically Stabilized Earth Walls and Reinforced Soil Slopes".

#### Nominal Long-term Connection Strength $T_{ac}$

The nominal long term connection strength,  $T_{ac}$ , shall be based on laboratory geogrid connection tests between wall facing and geogrids.  $T_{ac}$  shall be as given below

$$T_{ac} = \frac{T_{ult} * CR_{cr}}{RF_D}$$

where:

$T_{ac}$ =	Nominal long-term reinforcement facing connection strength per unit reinforcement width at a specified confining pressure.
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$T_{ult}$  = Ultimate tensile strength of the reinforcement for geogrids defined as the minimum average roll value (MARV) for the product.

$CR_{cr}$  = Long term connection strength reduction factor to account for reduced ultimate strength resulting from connection.

$RF_D$  = Strength reduction factor to prevent rupture of the reinforcement due to chemical and biological degradation.

$T_{ac}$  shall be developed from the tests conducted by an independent laboratory on the same facing blocks and geogrids as proposed for the wall and shall cover a range of overburden pressures comparable to those anticipated in the proposed wall. The connection strength reduction factor  $CR_{cr}$  shall be determined according to long-term connection test as described in Appendix B of FHWA Publication No. FHWA-NHI 10-025 "Design and Construction of Mechanically Stabilized Earth Walls and Reinforced Soil Slopes".  $CR_{cr}$  may also be obtained from the short term connection test meeting the requirements of NCMA test method SRWU-1 in Simac et al 1993 or ASTM D4884.

The contractor shall provide a manufacturer's certificate that the  $T_{ult}$  (MARV) of the supplied geogrid has been determined according to ASTM D4595 or ASTM D6637 as appropriate. Contractor shall also provide block to block and block to reinforcement connection test reports prepared and certified by an independent laboratory. Also provide calculations according to AASHTO LRFD, and using the results of laboratory tests, that the block-geogrid connections shall be capable of resisting 100% of the maximum tension load in the soil reinforcements at any level within the wall, for the design life of the wall system.

#### **B.3.4.2 Galvanized Metal Reinforcement**

In lieu of polymeric geogrid earth reinforcement, galvanized metal reinforcement may be used. Design and materials shall be according to AASHTO LRFD 11.10.6.4.2. The design life of steel soil reinforcements shall also comply with AASHTO LRFD. Steel soil reinforcement shall be prefabricated into single or multiple elements before galvanizing.

### **C Construction**

#### **C.1 Excavation and Backfill**

Excavation and preparation of the foundation for the MSE wall and the leveling pad shall be according to standard spec 206. The volume of excavation covered is limited to the width of the reinforced mass and to the depth of the leveling pad unless shown or noted otherwise on the plan. At the end of each working day, provide good temporary drainage such that the backfill shall not become contaminated with run-off soil or water if it should rain. Do not stockpile or store materials or large equipment within 10 feet of the back of the wall.

Place backfill materials in the areas as indicated on the plans and as detailed in this specification. Backfill lifts shall be no more than 8-inches in depth, after compaction. Backfilling shall closely follow erection of each course of wall facing units.

Conduct backfilling operations in such a manner as to prevent damage or misalignment of the wall facing units, soil reinforcement, or other wall components. At no expense to the department, correct any such damage or misalignment as directed by the engineer. A field representative of the wall supplier shall be available during wall construction to provide technical assistance to the contractor and the engineer.

Place and compact the MSE backfill to the level of the next higher layer of MSE reinforcement before placing the MSE reinforcement or connecting it to the wall facing. Place and compact material beyond the reinforced soil zone to allow for proper compaction of material within the reinforced zone. The MSE reinforcement shall lay horizontally on top of the most recently placed and compacted layer of MSE backfill.

Do not operate tracked or wheeled equipment on the backfill within 3 feet from the back face of modular blocks. The engineer may order the removal of any large or heavy equipment that may cause damage or misalignment of the wall facing units.

#### **C.2 Compaction**

Compact wall backfill Type A with at least three passes of lightweight manually operated compaction equipment acceptable to the engineer.

Compact all backfill Type B as specified in standard spec 207.3.6. Compact the backfill Type B to 95.0% of maximum dry density as determined by AASHTO T-99 (modified to compute densities to the nearest 0.1 pcf).

Ensure adequate moisture is present in the backfill during placement and compaction to prevent segregation and to help achieve compaction.

Compaction of backfill within 3 feet of the back face of the wall should be accomplished using lightweight compaction devices. Use of heavy compaction equipment or vehicles should be avoided within 3 feet of the modular blocks. Do not use sheepfoot or padfoot rollers within the reinforced soil zone.

A minimum of 6 inches of backfill shall be placed over the MSE reinforcement prior to working above the reinforcement.

### **C.3 Wall Components**

#### **C.3.1 General**

Erect wall facing units and other associated elements according to the wall manufacturer's construction guide and to the lines, elevations, batter, and tolerances as shown on the plans. Center the initial layer of facing units on the leveling pad; then level them and properly align them. Fill formed voids or openings in the facing units with wall backfill, Type A. Remove all debris on the top of each layer of facing units, before placing the next layer of facing units.

Install all pins, rods, clips, or other devices used to develop mechanical interlock between facing unit layers according to the manufacturer's directions.

The MSE reinforcement shall lay horizontally on the top of the most recently placed and compacted layer of MSE backfill. Bending of MSE reinforcement that result in a kink in the reinforcement shall not be allowed. If skewing of the reinforcement is required due to obstructions in the reinforced fill, the maximum skew angle shall not exceed 15 degrees from the normal position unless a greater angle is shown on the plans. The adequacy of the skewed reinforcement in such a case shall be addressed by supporting calculations.

#### **C.3.2 Soil Reinforcement**

##### **C.3.2.1 Geogrid Layers**

Place soil reinforcement at the positions and to the lengths as indicated on the accepted shop drawings. Take care that backfill placement over the positioned soil reinforcement elements does not cause damage or misalignment of these elements. Correct any such damage or misalignment as directed by the engineer. Do not operate wheeled or tracked equipment directly on the soil reinforcement. A minimum cover of 6 inches is required before such operation is allowed.

Place and anchor geogrid material between wall unit layers in the same manner as used to determine the Geogrid Block-to-Connection Strength. Place the grid material so that the machine direction of the grid is perpendicular to the wall face. Each grid layer shall be continuous throughout the lengths indicated on the plans. Join grid strips with straps, rings, hooks or other mechanical devices to prevent movement during backfilling operations. Prior to placing backfill on the grid, pull the grid taut and hold in position with pins, stakes or other methods approved by the engineer.

##### **C.3.2.2 Steel Layers**

Place the steel reinforcement full width in one piece as shown on the plans. No splicing will be allowed. Maintain elements in position during backfilling.

### **C.4 Quality Management Program**

#### **C.4.1 Quality Control Plan**

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

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

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 process that will be used, and action time frames.
3. A list of source locations, section and quarter descriptions, for all aggregate materials requiring QC testing.
4. Descriptions of stockpiling and hauling methods.
5. An outline for resolving a process control problem. Include responsible personnel, required documentation, and appropriate communication steps.
6. Location of the QC laboratory, retained sample storage, and other documentation.
7. A summary of the locations and calculated quantities to be tested under this provision.
8. A proposed sequencing plan of wall construction operations and random test locations.

#### **C.4.2 Quality Control Personnel**

Perform the quality control sampling, testing, and documentation required under this provision using HTCP certified technicians. Have a HTCP Grading Technician I (GRADINGTEC-I); or Assistant Certified Technician, Grading (ACT-GRADING); or Aggregate Technician I (AGGTEC-I); or Assistant Certified Technician, Aggregate (ACT-AGG) present at the grading site during all wall backfill placement, compaction, and nuclear testing activities. Have a HTCP Nuclear Density Technician I (NUCDENSITYTEC-I) or Assistant Certified Technician, Nuclear Density Gauge Operator (ACT-NUC) perform field density and field moisture content testing.

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

#### **C.4.3 Equipment**

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

Furnish nuclear gauges from the department's approved product list at <http://www.atwoodsystems.com/>. Ensure that the gauge manufacturer or an approved calibration service calibrates the gauge the same calendar year it is used on the project. Retain a copy of the calibration certificate with the gauge.

Conform to ASTM D6938 and CMM 8-15 for density testing and gauge monitoring methods. Perform nuclear gauge measurements using gamma radiation in the backscatter or direct transmission position. Perform each test for 4 minutes of nuclear gauge count time.

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

#### **C.4.4 Documentation**

- (1) Document all observations, inspection records, and process adjustments daily. Submit test results to the department's project materials coordinator on the same day they become available.
- (2) Use forms provided in CMM Chapter 8. Note other information in a permanent field record and as a part of process control documentation enumerated in the contractor's quality control plan. Enter QC data and backfill material certified report results into the applicable materials reporting system (MRS) software within 5 business days after results are available.
- (3) Submit final testing records and other documentation to the engineer electronically within 10 business days after all contract-required information becomes available. The engineer may allow submission of scanned copies of hand-written documentation.

#### **C.4.5 Quality Control (QC) Testing**

Perform compaction testing on the backfill. Conform to CMM 8-15 for testing and gauge monitoring methods. Conduct testing at a minimum frequency of 1 test per 150 cubic yards of backfill, or major portion thereof in each lift. A minimum of one test for every lift is required. Deliver documentation of all compaction testing results to the engineer at the time of testing.



Perform 1 gradation test every 750 cubic yards of fill and one 5-point Proctor test (or as modified in C.2) every 2,250 cubic yards of fill. Provide the region split samples of both within 72 hours of sampling, at the region laboratory. Test sites shall be selected using ASTM Method D3665. Provide Proctor test results to the engineer within 48 hours of sampling. Provide gradation test results to the engineer within 24 hours of sampling.

#### **C.4.6 Department Testing**

##### **C.4.6.1 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 2 business days after the department obtains the sample.

##### **C.4.6.2 Quality Verification (QV) Testing**

- (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 C.4.2 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 at the minimum frequency of 30% of the required contractor density, Proctor and gradation tests.
- (3) The department will locate density tests and gradation samples randomly, at locations independent of the contractor's QC work. The department will split each Proctor and gradation QV sample, testing half for QV, and retaining the remaining half for 10 business days.
- (4) The department will conduct QV Proctor and gradation 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 this special provision, the department will take no further action. If density QV test results are nonconforming, the area shall be reworked until the density requirements of this special provision are met. If the gradation test results are nonconforming, standard spec 106.5 will apply. Differing QC and QV nuclear density values of more than 1.5 pcf will be investigated and resolved. QV density tests will be based on the appropriate QC Proctor test results, unless the QV and QC Proctor result difference is greater than 3.0 pcf. Differing QC and QV Proctor values of more than 3.0 pcf will be investigated and resolved.

##### **C.4.6.3 Independent Assurance (IA)**

- (1) Independent 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 C.4.6.4.

##### **C.4.6.4 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 E178 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 or work, 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.5 Geotechnical Information**

Geotechnical data to be used in the design of the wall is given on the wall plan. After completing wall excavation of the entire reinforced soil zone, notify the department and allow the Regional Soils Engineer two working days to review the foundation.

## **D Measurement**

The department will measure Wall Modular Block Mechanically Stabilized Earth by the square foot acceptably completed, measured at the front face of wall as defined by the pay limits the contract plans show. Unless the engineer directs in writing, a change to the limits indicated on the contract plan, wall area constructed above or below these limits will not be measured for payment.

## **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0165.01	Wall Modular Block Mechanically Stabilized Earth R-51-0070	SF

Payment is full compensation for supplying a design and shop drawings; preparing the site, including all necessary excavation and disposal of materials; supplying all necessary wall components to produce a functional wall system including cap, copings and leveling pad; constructing the retaining system including drainage system; providing backfill, backfilling, compacting, developing/completing/documenting the quality management program, and performing compaction testing.

Payment limit for all walls is the line of minimum embedment per section B.2. No payment will be made for additional embedment detailed for construction purposes. Parapets, railings, and other items above the wall cap or coping will be paid for separately. Vehicle barrier and its support will be paid separately.

Any required topsoil, fertilizer, seeding or sodding and mulch will be paid for at the contract unit price for those items.

SPV.0165.01 (20170629)

## **84. Geocomposite Drain Board, Item SPV.0165.02.**

### **A Description**

This special provision describes supplying and installing prefabricated geocomposite drain board as indicated on the plans. Perform work according to pertinent provisions of the standard specifications, the plans, and as hereinafter provided.

### **B Materials**

Use materials that conform to the following:

Physical Properties	Test Method	Value
Thickness		0.25 inch
Flow capacity, (at 3600 psi with I = 1)	ASTM D 4716 (mod)	9 gpm/ft
Geotextile tensile strength	ASTM D 4632	100 lb
Compressive strength	ASTM D 1621 (mod)	10,000 lbs/SF
Mullen burst	ASTM D 3786	Min. 200 lb
Apparent opening size	ASTM D 4751	70

**C Construction**

Geocomposite wall drain shall be constructed in horizontal courses. The geocomposite shall be in direct contact with the wall and secured with concrete nails not less than 2 in long with approved washers not less than 9 sq in. in area. The spacing of the concrete nails shall be as directed by the engineer but shall not be more than 3 feet apart, both horizontally and vertically. There shall be at least one horizontal row of nails in each course. The wall drain shall be installed on the concrete facing side of the lagging with the pervious (fabric) side of the drain installed to face the lagging. When a concrete facing is not specified on the plans, the pervious (fabric) side of the drain shall be installed to face the soil. In this case, the drain shall be installed in stages as the lagging is installed. The wall drain shall be placed in sections and spliced, or kept on a continuous roll, so that as each piece of lagging is placed, the drain can be properly located as the excavation proceeds.

Horizontal seams shall be formed by a 4 in. flap of geotextile extending from the upper course and lapping over the top of the lower course or by a 12 in. wide continuous strip of geotextile centered over the seam and securely fastened to the upper course with continuous 3 in. wide plastic tape. The overlapping flap or strip shall be fastened to the lower course intermittently as directed by the engineer, but the spacing shall not exceed 2 ft. Vertical splices shall be formed by a 4 in. flap of geotextile extending from one or the other abutting pieces or by a 12 in. wide continuous strip of geotextile centered over the splice. Vertical splice flaps or strips shall be continuously fastened to the geocomposite with continuous applications of contact adhesive or 3 in. wide plastic tape.

The bottom, side, and top edges of the geocomposite shall be covered with a suitable cap formed by folding a 6 in. flap or a 12 in. wide strip of geotextile over the edge and securing it in place with a continuous application of contact adhesive or 3 in. wide plastic tape. All seams, splices, bottom caps, top caps, and end caps shall be constructed so that backfill material cannot enter the geocomposite during or after construction.

Connection to pipe outlet systems shall be as shown on the plans. Outlet fittings shall be fastened to the wall drains as directed by the manufacturer and so that backfill materials cannot enter the system during or after construction. If necessary, to facilitate the rapid and complete flow of water from the wall drain into the pipe outlet, a portion of the wall drain core equal to the cross section at the outlet shall be removed. Weep holes shall be accommodated by cutting a matching hole through the wall drain. An approved weep hole cover extending at least 4 in. from the edge(s) of the hole shall be securely fastened to the soil side of the wall drain by 3 in. wide plastic tape or contact adhesive applied continuously around its periphery.

**D Measurement**

The department will measure Geocomposite Drain Board in area by the square foot, acceptably completed. The department will not pay for repairs to the geocomposite and will not pay for overlap of drain elements.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0165.02	Geocomposite Drain Board	SF

Payment is full compensation for furnishing, installing, and trimming all materials.

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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   9   (*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 4 (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.  
<https://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:  
<https://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:  
<https://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 <https://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

<https://wisconsindot.gov/Pages/doing-bus/contractors/hcci/default.aspx>

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 <https://wisconsindot.gov/Pages/doing-bus/contractors/hcci/default.aspx>

All questions should be directed to:

Project Manager, John Doe,

Phone: (000) 123-4567

Email: [Joe@joetheplumber.com](mailto:Joe@joetheplumber.com)

Fax: (000) 123- 4657

## Sample Contractor Solicitation Letter Page 2

*This sample is provided as a guide not a requirement*

### REQUEST FOR QUOTATION

**Prime's Name:** \_\_\_\_\_

**Letting Date:** \_\_\_\_\_

**Project ID:** \_\_\_\_\_

**Please check all that apply**

- .. Yes, we will be quoting on the projects and items listed below
- .. No, we are not interested in quoting on the letting or its items referenced below
- .. Please take our name off your monthly DBE contact list
- .. We have questions about quoting this letting. Please have someone contact me at this number

**Prime Contractor 's Contact Person**

**DBE Contractor Contact Person**

\_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone \_\_\_\_\_

Fax \_\_\_\_\_

Email \_\_\_\_\_

\_\_\_\_\_

**Please circle the jobs and items you will be quoting below**

Proposal No.	1	2	3	4	5	6	7
County							

**WORK DESCRIPTION:**

Clear and Grub	X		X	X		X	X
Dump Truck Hauling	X		X	X		X	X
Curb & Gutter/Sidewalk, Etc.	X		X	X		X	X
Erosion Control Items	X		X	X		X	X
Signs and Posts/Markers	X		X	X		X	X
Traffic Control		X	X	X		X	X
Electrical Work/Traffic Signals		X	X	X		X	
Pavement Marking		X	X	X	X	X	X
Sawing Pavement		X	X	X	X	X	X
QMP, Base	X	X		X	X	X	X
Pipe Underdrain	X			X			
Beam Guard				X	X	X	X
Concrete Staining							X
Trees/Shrubs	X						X

Again please make every effort to have your quotes into our office by time deadline prior to the letting date.

We prefer quotes be sent via SBN but prime's preferred alternatives are acceptable.

If there are further questions please direct them to the prime contractor's contact person at phone number.

## **APPENDIX B**

### **BEST PRACTICES FOR PRIME CONTRACTOR & DBE SUBCONTRACTOR GOOD FAITH EFFORT**

*This list is not a set of requirements; it is a list of potential strategies*

#### **Primes**

- Ø Prime contractor open houses inviting DBE firms to see the bid “war room” or providing technical assistance.
- Ø Participate in speed networking and mosaic exercises as arranged by DBE office.
- Ø Host information sessions not directly associated with a bid letting.
- Ø Participate in a formal mentor protégé or joint venture with a DBE firm.
- Ø Participate in WisDOT advisory committees i.e. TRANSAC, or Mega Project committee meetings.
- Ø Facilitate a small group DBE ‘training session’ Clarifying how your firm prepares for bid letting, evaluates subcontractors, preferred qualifications and communication methods.
- Ø Encourage subcontractors to solicit and highlight DBE participation in their quotes to you.
- Ø 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**

- Ø DBE firms should contact primes as soon as possible with questions regarding their quotes or bid; seven days prior is optimal.
- Ø Continually check for contract addendums on the HCCI website through the Thursday prior to letting to stay abreast of changes.
- Ø Review the status of contracts on the HCCI website reviewing the ‘apparent low bidder’ list, and bid tabs at a minimum.
- Ø 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.
- Ø Participate in DBE office assessment programs.
- Ø Participate on advisory and mega-project committees.
- Ø Sign up to receive the DBE Contracting Update.
- Ø Consider membership in relevant industry or contractor organizations.
- Ø 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.
- 

**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:

<https://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:

<https://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:

<https://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>

<https://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 08/03/2018 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
1	05/18/2018
2	05/25/2018
3	06/15/2018
4	06/22/2018
5	07/20/2018
6	08/03/2018

BRWI0001-002 06/01/2017

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

	Rates	Fringes
BRICKLAYER.....	\$ 32.03	22.40

BRWI0002-002 06/01/2017

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 38.07	20.67

BRWI0002-005 06/01/2017

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...	\$ 34.87	21.46

BRWI0003-002 06/01/2017

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

	Rates	Fringes
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BRICKLAYER.....	\$ 32.41	22.02
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BRWI0004-002 06/01/2017		
KENOSHA, RACINE, AND WALWORTH COUNTIES		
	Rates	Fringes
BRICKLAYER.....	\$ 36.79	22.99
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BRWI0006-002 06/01/2017		
ADAMS, CLARK, FOREST, LANGLADE, LINCOLN, MARATHON, MENOMINEE, ONEIDA, PORTAGE, PRICE, TAYLOR, VILAS AND WOOD COUNTIES		
	Rates	Fringes
BRICKLAYER.....	\$ 33.25	21.18
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BRWI0007-002 06/01/2017		
GREEN, LAFAYETTE, AND ROCK COUNTIES		
	Rates	Fringes
BRICKLAYER.....	\$ 33.77	22.37
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BRWI0008-002 06/01/2017		
MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES		
	Rates	Fringes
BRICKLAYER.....	\$ 37.25	22.10
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BRWI0011-002 06/01/2016		
CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES		
	Rates	Fringes
BRICKLAYER.....	\$ 32.22	20.57
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BRWI0019-002 06/01/2017		
BARRON, BUFFALO, BURNETT, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN, PIERCE, POLK, RUSK, ST. CROIX, SAWYER AND WASHBURN COUNTIES		
	Rates	Fringes
BRICKLAYER.....	\$ 32.17	22.26
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BRWI0034-002 06/01/2017		
COLUMBIA AND SAUK COUNTIES		
	Rates	Fringes
BRICKLAYER.....	\$ 33.74	22.40
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CARP0087-001 05/01/2016		
BURNETT (W. of Hwy 48), PIERCE (W. of Hwy 29), POLK (W. of Hwys 35, 48 & 65), AND ST. CROIX (W. of Hwy 65) COUNTIES		
	Rates	Fringes
Carpenter & Piledrivermen.....	\$ 36.85	18.39
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CARP0252-002 06/01/2016		
ADAMS, BARRON, BAYFIELD (Eastern 2/3), BROWN, BUFFALO, BURNETT (E. of Hwy 48), CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DANE, DODGE, DOOR, DUNN, EAU CLAIRE, FLORENCE (except area bordering Michigan State Line), FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IOWA, IRON, JACKSON, JEFFERSON, JUNEAU, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN,		

MANITOWOC, MARATHON, MARINETTE (except N.E. corner), MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE (E. of Hwys 29 & 65), POLK (E. of Hwys 35, 48 & 65), PORTAGE, PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST CROIX (E. of Hwy 65), TAYLOR, TREMPLEAU, VERNON, VILAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
CARPENTER		
CARPENTER.....	\$ 33.56	18.00
MILLWRIGHT.....	\$ 35.08	18.35
PILEDRIIVER.....	\$ 34.12	18.00
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CARP0252-010 06/01/2016		

# ASHLAND COUNTY

	Rates	Fringes
Carpenters		
Carpenter.....	\$ 33.56	18.00
Millwright.....	\$ 35.08	18.35
Pile Driver.....	\$ 34.12	18.00
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CARP0264-003 06/01/2016		

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

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

# BAYFIELD (West of Hwy 63) AND DOUGLAS COUNTIES

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

ZONE A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON

ZONE B: KENOSHA & RACINE

	Rates	Fringes
PILEDRIIVERMAN		
Zone A.....	\$ 31.03	22.69
Zone B.....	\$ 31.03	22.69
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ELEC0014-002 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, TREMPLEAU, 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

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ELEC0159-003 06/01/2018

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:.....	\$ 39.04	21.56

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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 05/16/2018

DOUGLAS COUNTY

	Rates	Fringes
Electricians:.....	\$ 36.85	26.17

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ELEC0388-002 05/30/2016

ADAMS, CLARK (Colby, Freemont, Lynn, Mayville, Sherman, Sherwood, Unity), FOREST, JUNEAU, LANGLADE, LINCOLN, MARATHON, MARINETTE (Beecher, Dunbar, Goodman & Pembine), MENOMINEE (Area West of a line 6 miles West of the West boundary of Oconto County), ONEIDA, PORTAGE, SHAWANO (Aniwa and Hutchins), VILAS AND WOOD COUNTIES

	Rates	Fringes
Electricians:.....	\$ 30.69	26.00% +10.05

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ELEC0430-002 06/01/2017

RACINE COUNTY (Except Burlington Township)

	Rates	Fringes
Electricians:.....	\$ 37.32	21.07
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ELEC0494-005 06/01/2018		

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Electricians:.....	\$ 39.31	24.69
-----		
ELEC0494-006 06/01/2018		

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

	Rates	Fringes
Electricians:.....	\$ 33.40	22.08
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ELEC0494-013 06/01/2018		

DODGE (East of Hwy 26 including Chester Twp, excluding Emmet Twp), FOND DU LAC (Except Waupun), MILWAUKEE, OZAUKEE, MANITOWOC (Schleswig), WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 19.56	17.74
Technician.....	\$ 28.99	19.15

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 06/01/2018		

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

	Rates	Fringes
Electricians:.....	\$ 34.15	19.63

	Rates	Fringes
Line Construction:		
(1) Lineman.....	\$ 42.14	32% + 5.00
(2) Heavy Equipment Operator.....	\$ 40.03	32% + 5.00
(3) Equipment Operator.....	\$ 33.71	32% + 5.00
(4) Heavy Groundman Driver..	\$ 26.78	14.11
(5) Light Groundman Driver..	\$ 24.86	13.45
(6) Groundsman.....	\$ 23.18	32% + 5.00

\* ENG10139-005 06/04/2018

	Rates	Fringes
Power Equipment Operator		
Group 1.....	\$ 40.72	22.10
Group 2.....	\$ 40.22	22.10
Group 3.....	\$ 39.72	22.10
Group 4.....	\$ 39.46	22.10
Group 5.....	\$ 39.17	22.10
Group 6.....	\$ 33.27	22.10

## 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

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IRON0498-005 06/01/2016

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

	Rates	Fringes
IRONWORKER.....	\$ 36.29	30.77

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IRON0512-008 05/01/2017

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

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IRON0512-021 05/01/2017

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

	Rates	Fringes
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IRONWORKER.....\$ 32.04 26.45

LABO0113-002 06/04/2018

MILWAUKEE AND WAUKESHA COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 27.88	21.76
Group 2.....	\$ 28.03	21.76
Group 3.....	\$ 28.23	21.76
Group 4.....	\$ 28.38	21.76
Group 5.....	\$ 28.53	21.76
Group 6.....	\$ 24.37	21.76

LABORERS CLASSIFICATIONS

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

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

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

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagperson; traffic control person

LABO0113-003 06/04/2018

OZAUKEE AND WASHINGTON COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 27.13	21.76
Group 2.....	\$ 27.23	21.76
Group 3.....	\$ 27.28	21.76
Group 4.....	\$ 27.48	21.76
Group 5.....	\$ 27.33	21.76
Group 6.....	\$ 24.22	21.76

LABORERS CLASSIFICATIONS

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

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated);

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

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson and Traffic Control Person

LABO0113-011 06/04/2018



## KENOSHA AND RACINE COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 26.94	21.76
Group 2.....	\$ 27.09	21.76
Group 3.....	\$ 27.29	21.76
Group 4.....	\$ 27.26	21.76
Group 5.....	\$ 27.59	21.76
Group 6.....	\$ 24.08	21.76

## 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 06/04/2018

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

	Rates	Fringes
LABORER		
Group 1.....	\$ 31.80	17.20
Group 2.....	\$ 31.90	17.20
Group 3.....	\$ 31.95	17.20
Group 4.....	\$ 32.15	17.20
Group 5.....	\$ 32.00	17.20
Group 6.....	\$ 28.43	17.20

## 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 Socialist

GROUP 5: Blaster; powderman  
GROUP 6: Flagperson; Traffic Control

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LABO0464-003 06/04/2018

DANE COUNTY

	Rates	Fringes
LABORER		
Group 1.....	\$ 32.08	17..20
Group 2.....	\$ 32.18	17..20
Group 3.....	\$ 32.23	17..20
Group 4.....	\$ 32.43	17..20
Group 5.....	\$ 32.28	17..20
Group 6.....	\$ 28.43	17..20

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
PAINTER.....	\$ 22.03	12.45
-----		
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
-----		
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 06/01/2018

	Rates	Fringes
TRUCK DRIVER		
1 & 2 Axles.....	\$ 28.12	21.20
3 or more Axles; Euclids Dumptor & Articulated, Truck Mechanic.....	\$ 28.27	21.20
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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.

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END OF GENERAL DECISION

General Decision Number: WI180015 08/03/2018 WI15

Superseded General Decision Number: WI20170015

State: Wisconsin

Construction Type: Heavy

Counties: Wisconsin Statewide.

HEAVY CONSTRUCTION PROJECTS (Excluding Tunnel, Sewer, and Water Lines).

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
1	05/18/2018
2	05/25/2018
3	06/15/2018
4	06/22/2018
5	07/20/2018
6	08/03/2018

BOIL0107-001 01/01/2017

	Rates	Fringes
BOILERMAKER		
Boilermaker.....	\$ 35.65	29.89
Small Boiler Repair (under 25,000 lbs/hr).....	\$ 26.91	16.00

BRWI0001-002 06/01/2017

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

	Rates	Fringes
BRICKLAYER.....	\$ 32.03	22.40

BRWI0002-002 06/01/2017

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 38.07	20.67

BRWI0002-005 06/01/2017

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
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CEMENT MASON/CONCRETE FINISHER...	\$ 34.87	21.46
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BRWI0003-002 06/01/2017		
BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, AND OCONTO COUNTIES		
	Rates	Fringes
BRICKLAYER.....	\$ 32.41	22.02
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BRWI0004-002 06/01/2017		
KENOSHA, RACINE, AND WALWORTH COUNTIES		
	Rates	Fringes
BRICKLAYER.....	\$ 36.79	22.99
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BRWI0006-002 06/01/2017		
ADAMS, CLARK, FOREST, LANGLADE, LINCOLN, MARATHON, MENOMINEE, ONEIDA, PORTAGE, PRICE, TAYLOR, VILAS AND WOOD COUNTIES		
	Rates	Fringes
BRICKLAYER.....	\$ 33.25	21.18
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BRWI0007-002 06/01/2017		
GREEN, LAFAYETTE, AND ROCK COUNTIES		
	Rates	Fringes
BRICKLAYER.....	\$ 33.77	22.37
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BRWI0008-002 06/01/2017		
MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES		
	Rates	Fringes
BRICKLAYER.....	\$ 37.25	22.10
-----		
BRWI0009-001 06/01/2017		
GREEN LAKE, MARQUETTE, OUTAGAMIE, SHAWANO, WAUPACA, WASHARA, AND WINNEBAGO COUNTIES		
	Rates	Fringes
BRICKLAYER.....	\$ 32.41	22.02
-----		
BRWI0011-002 06/01/2016		
CALUMET, FOND DU LAC, MANITOWOC, AND SHEBOYGAN COUNTIES		
	Rates	Fringes
BRICKLAYER.....	\$ 32.22	20.57
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BRWI0013-002 06/01/2017		
DANE, GRANT, IOWA, AND RICHLAND COUNTIES		
	Rates	Fringes
BRICKLAYER.....	\$ 33.74	22.40
-----		
BRWI0019-002 06/01/2017		
BARRON, BUFFALO, BURNETT, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN, PIERCE, POLK, RUSK, ST. CROIX, SAWYER AND WASHBURN COUNTIES		
	Rates	Fringes
BRICKLAYER.....	\$ 32.17	22.26
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BRWI0021-002 06/01/2017

DODGE AND JEFFERSON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 34.46	21.66

BRWI0034-002 06/01/2017

COLUMBIA AND SAUK COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 33.74	22.40

CARP0087-001 05/01/2016

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

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

CARP0252-002 06/01/2016

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

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

CARP0252-010 06/01/2016

ASHLAND COUNTY

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

CARP0264-003 06/01/2016

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

	Rates	Fringes
CARPENTER.....	\$ 35.78	22.11

CARP0361-004 05/01/2016

BAYFIELD (West of Hwy 63) AND DOUGLAS COUNTIES

	Rates	Fringes
CARPENTER.....	\$ 34.57	18.16

CARP2337-001 06/01/2016

ZONE A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON

ZONE B: KENOSHA & RACINE

	Rates	Fringes
PILEDRIVERMAN		
Zone A.....	\$ 31.03	22.69
Zone B.....	\$ 31.03	22.69
-----		
CARP2337-003 06/01/2016		

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

ZONE DEFINITIONS

ZONE A: MILWAUKEE, OZAUKEE, WAUKESHA AND WASHINGTON COUNTIES

ZONE B: KENOSHA & RACINE COUNTIES

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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, TREMPLEAU, VERNON, AND WASHBURN COUNTIES		

	Rates	Fringes
Electricians:.....	\$ 33.21	19.75
-----		
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 06/01/2018		

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:.....	\$ 39.04	21.56
-----		
ELEC0219-004 06/01/2016		

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

	Rates	Fringes
Electricians:		
Electrical contracts over \$180,000.....	\$ 32.38	18.63
Electrical contracts under \$180,000.....	\$ 30.18	18.42
-----		
ELEC0242-005 05/16/2018		

DOUGLAS COUNTY

	Rates	Fringes
Electricians:.....	\$ 36.85	26.17
-----		
ELEC0388-002 05/30/2016		

ADAMS, CLARK (Colby, Freemont, Lynn, Mayville, Sherman, Sherwood, Unity), FOREST, JUNEAU, LANGLADE, LINCOLN, MARATHON, MARINETTE (Beecher, Dunbar, Goodman & Pembine), MENOMINEE (Area West of a line 6 miles West of the West boundary of Oconto County), ONEIDA, PORTAGE, SHAWANO (Aniwa and Hutchins), VILAS AND WOOD COUNTIES

	Rates	Fringes
Electricians:.....	\$ 30.69	26.00% +10.05
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ELEC0430-002 06/01/2017		

RACINE COUNTY (Except Burlington Township)

	Rates	Fringes
Electricians:.....	\$ 37.32	21.07
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ELEC0494-005 06/01/2018		

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Electricians:.....	\$ 39.31	24.69
-----		
ELEC0494-006 06/01/2018		

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

	Rates	Fringes
Electricians:.....	\$ 33.40	22.08
-----		
ELEC0494-013 06/01/2018		

DODGE (East of Hwy 26 including Chester Twp, excluding Emmet Twp), FOND DU LAC (Except Waupun), MILWAUKEE, OZAUKEE, MANITOWOC (Schleswig), WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Sound & Communications		
Installer.....	\$ 19.56	17.74
Technician.....	\$ 28.99	19.15

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 06/01/2018

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

	Rates	Fringes
Electricians:.....	\$ 34.15	19.63

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ELEC0953-001 07/01/2015

	Rates	Fringes
Line Construction:		
(1) Lineman.....	\$ 42.14	32% + 5.00
(2) Heavy Equipment Operator.....	\$ 40.03	32% + 5.00
(3) Equipment Operator.....	\$ 33.71	32% + 5.00
(4) Heavy Groundman Driver..	\$ 26.78	14.11
(5) Light Groundman Driver..	\$ 24.86	13.45
(6) Groundsman.....	\$ 23.18	32% + 5.00

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ENGI0139-001 06/01/2018

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

	Rates	Fringes
Power Equipment Operator		
Group 1.....	\$ 45.61	21.40
Group 2.....	\$ 45.11	21.40
Group 3.....	\$ 44.61	21.40
Group 4.....	\$ 43.92	21.40
Group 5.....	\$ 41.14	21.40
Group 6.....	\$ 35.99	21.40

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, Pedestal Tower Cranes and Derricks with or w/o attachments with a lifting capacity of over 100 tons; or Cranes, Tower Cranes, Pedestal Tower Cranes and Derricks with boom, leads, and/or jib lengths measuring 176 feet or longer; Self-Erecting Tower Cranes over 4000 lbs lifting capacity; All Cranes with Boom Dollies; Boring Machines (directional); Master Mechanic. \$0.50 additional per hour per 100 tons or 100 ft of boom over 200 ft or lifting capacity of crane over 200 tons to a maximum of 300 tons or 300 ft. Thereafter an increase of \$0.01 per ft or ton, whichever is greater.

GROUP 2: Cranes, Tower Cranes, Pedestal Tower Cranes and Derricks with or without attachments with a lifting capacity of 100 tons or less; or Cranes, Tower Cranes Portable Tower Cranes, Pedestal Tower Cranes and Derricks with boom, leads and/or jib lengths measuring 175 feet or less; Backhoes (excavators) 130,000 lbs and over; Caisson Rigs; Pile Drivers; Boring Machines (vertical or horizontal), Versi-Lift, Tri-Lift, Gantry 20,000 lbs & over.

GROUP 3: Backhoe (excavator) under 130,000 lbs; Self-erecting Tower Crane 4000 lbs & under lifting capacity; Traveling Crane (bridge type); Skid Rigs; Dredge Operator; Mechanic; Concrete Paver (over 27E); Concrete Spreader and Distributor; Forklift/ Telehandler (machinery- moving / steel erection); Hydro Blaster, 10,000 psi and over

GROUP 4: Material Hoists; Stack Hoists; Hydraulic Backhoe (tractor or truck mounted); Hydraulic Crane, 5 tons or under (tractor or truck mounted); Hoist (tuggers 5 tons & over); Hydro-Excavators/Daylighters; Concrete Pumps Rotec type Conveyors; Tractor/Bulldozer/End Loader (over 40 hp); Motor Patrol; Scraper Operator; Sideboom; Straddle Carrier; Welder; Bituminous Plant and Paver Operator; Roller over 5 tons; Rail Leveling Machine (Railroad); Tie Placer; Tie Extractor; Tie Tamper; Stone Leveler; Rotary Drill Operator and Blaster; Percussion Drill Operator; Air Track Drill and/or Hammers; Gantrys (under 20,000 lbs); Tencher (wheel type or chain type having 8 inch or larger bucket); Milling Machine; Off-Road Material Haulers.

GROUP 5: Backfiller; Concrete Auto Breaker (large); Concrete Finishing Machines (road type); Rubber Tired Roller; Concrete Batch Hopper; Concrete Conveyor Systems; Grout Pumps; Concrete Mixers (14S or over); Screw Type Pumps and Gypsum Pumps; Tractor, Bulldozer, End Loader (under 40 hp); Trencher (chain type, bucket under 8 inch); Industrial Locomotives; Rollers under 5 tons; Stump Grinder/Chipper (Large); Timber Equipment; Firemen (pile drivers and derricks); Personnel Hoist, Telehandler over 8000 lbs; Robotic Tool Carrier with or without attachments

GROUP 6: Tampers - Compactors (riding type); Assistant Engineer; A-Frames and Winch Trucks; Concrete Auto Breaker; Hydrohammers (small); Brooms and Sweepers; Hoist (tuggers under 5 tons); Boats (Tug, Safety, Work Barges, Launch); Shouldering Machine Operator; Prestress Machines; Screed Operator; Stone Crushers and Screening Plants; Screed Operators (milling machine), Farm or Industrial Tractor Mounted Equipment; Post Hole Digger; Fireman (asphalt plants); Air Compressors over 400 CFM; Generators, over 150 KW; Augers (vertical and horizontal); Air, Electric, Hydraulic Jacks (slipform); Skid Steer Loaders (with or without attachments); Boiler Operators (temporary heat); Refrigeration Plant/Freeze Machines; Power Pack Vibratory/Ultra Sound Drivers and Extractors; Welding Machines; Heaters (mechanical); Pumps; Winches (small electric); Oiler and Greaser; Rotary Drill Tender; Conveyor; Forklifts/Telehandler 8000 lbs & under; Elevators; Automatic Hoists; Pumps (well points); Combination Small Equipment Operators

# REMAINING COUNTIES

	Rates	Fringes
Power Equipment Operator		
Group 1.....	\$ 39.72	20.95
Group 2.....	\$ 38.47	20.95
Group 3.....	\$ 37.17	20.95
Group 4.....	\$ 36.64	20.95
Group 5.....	\$ 34.57	20.95
Group 6.....	\$ 33.04	20.95

## HAZARDOUS WASTE PREMIUMS:

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

## POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

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

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

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

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

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

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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

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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

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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 06/04/2018

MILWAUKEE AND WAUKESHA COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 27.88	21.76
Group 2.....	\$ 28.03	21.76
Group 3.....	\$ 28.23	21.76
Group 4.....	\$ 28.38	21.76
Group 5.....	\$ 28.53	21.76
Group 6.....	\$ 24.37	21.76

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 06/04/2018

OZAUKEE AND WASHINGTON COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 27.13	21.76
Group 2.....	\$ 27.23	21.76
Group 3.....	\$ 27.28	21.76
Group 4.....	\$ 27.48	21.76
Group 5.....	\$ 27.33	21.76
Group 6.....	\$ 24.22	21.76

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 06/04/2018

KENOSHA AND RACINE COUNTIES

	Rates	Fringes
LABORER		
Group 1.....	\$ 26.94	21.76
Group 2.....	\$ 27.09	21.76
Group 3.....	\$ 27.29	21.76
Group 4.....	\$ 27.26	21.76
Group 5.....	\$ 27.59	21.76
Group 6.....	\$ 24.08	21.76

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 06/04/2018

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

	Rates	Fringes
LABORER		
Group 1.....	\$ 31.80	17.20
Group 2.....	\$ 31.90	17.20
Group 3.....	\$ 31.95	17.20
Group 4.....	\$ 32.15	17.20
Group 5.....	\$ 32.00	17.20
Group 6.....	\$ 28.43	17.20

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 06/04/2018

DANE COUNTY

	Rates	Fringes
LABORER		
Group 1.....	\$ 32.08	17..20
Group 2.....	\$ 32.18	17..20
Group 3.....	\$ 32.23	17..20
Group 4.....	\$ 32.43	17..20
Group 5.....	\$ 32.28	17..20
Group 6.....	\$ 28.43	17..20

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
PAINTER.....	\$ 22.03	12.45

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PAIN0781-002 06/01/2017

JEFFERSON, MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Painters:		
Bridge.....	\$ 30.60	22.80
Brush.....	\$ 30.25	22.80
Spray & Sandblast.....	\$ 31.00	22.80

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PAIN0802-002 06/01/2017

COLUMBIA, DANE, DODGE, GRANT, GREEN, IOWA, LAFAYETTE, RICHLAND,  
ROCK, AND SAUK COUNTIES

	Rates	Fringes
PAINTER		
Brush.....	\$ 28.25	17.72

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

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PAIN0802-003 06/01/2017

ADAMS, BROWN, CALUMET, CLARK, DOOR, FOND DU LAC, FOREST, GREEN  
LAKE, IRON, JUNEAU, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC,  
MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA,  
OUTAGAMIE, PORTAGE, PRICE, SHAWANO, SHEBOYGAN, TAYLOR, VILAS,  
WAUSHARA, WAUPACA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
PAINTER.....	\$ 24.89	12.05

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PAIN0934-001 06/01/2017

KENOSHA AND WALWORTH COUNTIES

	Rates	Fringes
Painters:		
Brush.....	\$ 33.74	18.95
Spray.....	\$ 34.74	18.95
Structural Steel.....	\$ 33.89	18.95

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PAIN1011-002 06/01/2017

FLORENCE COUNTY

	Rates	Fringes
Painters:.....	\$ 24.86	12.23

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PLAS0599-010 06/01/2017

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
Area 1.....	\$ 39.46	17.17
Area 2 (BAC).....	\$ 35.07	19.75
Area 3.....	\$ 35.61	19.40
Area 4.....	\$ 34.70	20.51
Area 5.....	\$ 36.27	18.73
Area 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

\* PLUM0011-003 05/07/2018

ASHLAND, BAYFIELD, BURNETT, DOUGLAS, IRON, SAWYER, AND WASHBURN COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 40.63	20.72
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PLUM0075-002 06/01/2016		

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 40.27	21.47
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PLUM0075-004 06/01/2016		

DODGE (Watertown), GREEN, JEFFERSON, LAFAYETTE, AND ROCK COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 40.52	21.47
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PLUM0075-009 06/01/2016		

COLUMBIA, DANE, IOWA, MARQUETTE, RICHLAND AND SAUK COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 38.82	20.12
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PLUM0111-007 05/28/2018		

MARINETTE COUNTY (Niagara only)

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 33.33	24.48
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PLUM0118-002 06/01/2018		

KENOSHA, RACINE, AND WALWORTH COUNTIES

	Rates	Fringes
Plumber and Steamfitter.....	\$ 44.95	20.95
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PLUM0400-003 06/04/2018		

ADAMS,BROWN, CALUMET, DODGE (except Watertown), DOOR, FOND DU LAC, GREEN LAKE,KEWAUNEE, MANITOWOC, MARINETTE (except Niagara), MENOMINEE, OCONTO, OUTAGAMIE, SHAWANO, SHEBOYGAN, WAUPACA, WAUSHARA, AND WINNEBAGO COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 36.74	19.06
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* PLUM0434-002 06/03/2018		

BARON, BUFFALO, CHIPPEWA, CLARK, CRAWFORD, DUNN, EAU CLAIRE, FLORENCE, FOREST, GRANT, JACKSON, JUNEAU, LA CROSSE, LANGLADE, LINCOLN, MARATHON, MONROE, ONEIDA, PEPIN, PIERCE, POLK, PORTAGE, PRICE, RUSK, ST. CROIX, TAYLOR, TREMPLEALEAU, VERNON, VILAS, AND WOOD COUNTIES

	Rates	Fringes
PIPEFITTER.....	\$ 40.15	18.57

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PLUM0601-003 06/04/2018

DODGE (Watertown), GREEN, JEFFERSON, LAFAYETTE, MILWAUKEE,  
OZAUKEE, ROCK, WASHINGTON AND WAUKESHA COUNTIES

	Rates	Fringes
PIPEFITTER.....	\$ 45.52	24.54

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PLUM0601-009 06/04/2017

COLUMBIA, DANE, IOWA, MARQUETTE, RICHLAND AND SAUK COUNTIES

	Rates	Fringes
PIPEFITTER.....	\$ 47.08	20.89

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TEAM0039-002 06/01/2018

	Rates	Fringes
TRUCK DRIVER		
1 & 2 Axle Trucks.....	\$ 28.12	21.20
3 or more axles; Euclids or Dumptr, Articulated Truck, Mechanic.....	\$ 28.27	21.20

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SUWI2011-001 11/16/2011

	Rates	Fringes
WELL DRILLER.....	\$ 16.52	

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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.

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END OF GENERAL DECISION

**August 2018**

## **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.

If a project includes multiple types of construction, different wage rate determinations may be inserted into the contract (WI10/Highway = in all WisDOT highway contracts, WI15/Heavy = bridge over navigable water per USDOL and US Coast Guard designation, WI8/Heavy (Sewer & Water Line & Tunnel) = sanitary sewer and water main if the cost is more than 20% of the contract and/or at least \$1,000,000, and Building). If multiple wage rate determinations are inserted into the contract, use the classification in the wage determination for the work being done. Use WI15 wage rates when working on the bridge and/or structure from bank to bank. Use WI8 wage rates when working on any sanitary sewer or water main work. Use Building wage rates for all work done within the footprint of the building. Use WI10 wage rates for all other highway work in the contract and approaches to structures. For example, if a laborer is working within the footprint of a building, use the Laborer rate in the Building wage determination inserted in the contract. If a laborer is working on a bridge/structure within the banks, use the Laborer rate in the WI15/Heavy wage determination if inserted in the contract. If the laborer is working on the highway, use the Laborer rate in the WI10/Highway wage determination.





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Contract Items

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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0002	201.0105 Clearing	37.000 STA	_____.	_____.
0004	201.0120 Clearing	105.000 ID	_____.	_____.
0006	201.0205 Grubbing	37.000 STA	_____.	_____.
0008	201.0220 Grubbing	105.000 ID	_____.	_____.
0010	203.0100 Removing Small Pipe Culverts	8.000 EACH	_____.	_____.
0012	203.0200 Removing Old Structure (station) 01. 317+13	LS	LUMP SUM	_____.
0014	203.0200 Removing Old Structure (station) 02. C- 51-21	LS	LUMP SUM	_____.
0016	203.0600.S Removing Old Structure Over Waterway With Minimal Debris (station) 01. 365+02	LS	LUMP SUM	_____.
0018	204.0100 Removing Pavement	48,090.000 SY	_____.	_____.
0020	204.0110 Removing Asphaltic Surface	350.000 SY	_____.	_____.
0022	204.0115 Removing Asphaltic Surface Butt Joints	165.000 SY	_____.	_____.
0024	204.0150 Removing Curb & Gutter	5,085.000 LF	_____.	_____.
0026	204.0155 Removing Concrete Sidewalk	8,730.000 SY	_____.	_____.
0028	204.0170 Removing Fence	100.000 LF	_____.	_____.
0030	204.0195 Removing Concrete Bases	51.000 EACH	_____.	_____.
0032	204.0210 Removing Manholes	33.000 EACH	_____.	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0034	204.0220 Removing Inlets	62.000 EACH	_____.	_____.
0036	204.0245 Removing Storm Sewer (size) 01. 10-Inch	1,010.000 LF	_____.	_____.
0038	204.0245 Removing Storm Sewer (size) 02. 12-Inch	2,990.000 LF	_____.	_____.
0040	204.0245 Removing Storm Sewer (size) 03. 15-Inch	55.000 LF	_____.	_____.
0042	204.0245 Removing Storm Sewer (size) 04. 18-Inch	1,572.000 LF	_____.	_____.
0044	204.0245 Removing Storm Sewer (size) 05. 21-Inch	774.000 LF	_____.	_____.
0046	204.0245 Removing Storm Sewer (size) 06. 24-Inch	475.000 LF	_____.	_____.
0048	204.0245 Removing Storm Sewer (size) 07. 27-Inch	480.000 LF	_____.	_____.
0050	204.0245 Removing Storm Sewer (size) 08. 30-Inch	130.000 LF	_____.	_____.
0052	204.0280 Sealing Pipes	13.000 EACH	_____.	_____.
0054	204.9060.S Removing (item description) 101. Distribution Center	1.000 EACH	_____.	_____.
0056	204.9060.S Removing (item description) 102. Lighting Units	34.000 EACH	_____.	_____.
0058	204.9105.S Removing (item description) 01. Traffic Signals (STH 20 & CTH W/Buena Park Rd)	LS	LUMP SUM	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0060	204.9105.S Removing (item description) 02. Traffic Signals (STH 20 & Jefferson St)	LS	LUMP SUM	_____.
0062	204.9105.S Removing (item description) 03. Traffic Signals (STH 20 & E. Main St)	LS	LUMP SUM	_____.
0064	204.9105.S Removing (item description) 04. Loop Detector Wire and Lead-In Cable (STH 20 & STH W/Buena Park Rd)	LS	LUMP SUM	_____.
0066	204.9105.S Removing (item description) 05. Loop Detector Wire and Lead-In Cable (STH 20 & Jefferson St)	LS	LUMP SUM	_____.
0068	204.9105.S Removing (item description) 06. Loop Detector Wire and Lead-In Cable (STH 36 & STH 20)	LS	LUMP SUM	_____.
0070	204.9105.S Removing (item description) 07. Traffic Signals (STH 36 & STH 20)	LS	LUMP SUM	_____.
0072	205.0100 Excavation Common	78,011.000 CY	_____.	_____.
0074	205.0501.S Excavation, Hauling, and Disposal of Petroleum Contaminated Soil	5,900.000 TON	_____.	_____.
0076	206.1000 Excavation for Structures Bridges (structure) 01. B-51-150	LS	LUMP SUM	_____.
0078	206.3000 Excavation for Structures Retaining Walls (structure) 01. R-51-0073	LS	LUMP SUM	_____.
0080	206.3000 Excavation for Structures Retaining Walls (structure) 02. R-51-0074	LS	LUMP SUM	_____.
0082	206.3000 Excavation for Structures Retaining Walls (structure) 03. R-51-0075	LS	LUMP SUM	_____.
0084	209.1500 Backfill Granular Grade 1	450.000 TON	_____.	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0086	210.1500 Backfill Structure Type A	740.000 TON	_____.	_____.
0088	213.0100 Finishing Roadway (project) 01. 2250-12-70	1.000 EACH	_____.	_____.
0090	305.0110 Base Aggregate Dense 3/4-Inch	55.000 TON	_____.	_____.
0092	305.0120 Base Aggregate Dense 1 1/4-Inch	37,000.000 TON	_____.	_____.
0094	310.0110 Base Aggregate Open-Graded	160.000 TON	_____.	_____.
0096	311.0110 Breaker Run	63,625.000 TON	_____.	_____.
0098	405.0100 Coloring Concrete WisDOT Red	442.000 CY	_____.	_____.
0100	415.0090 Concrete Pavement 9-Inch	55,530.000 SY	_____.	_____.
0102	415.0210 Concrete Pavement Gaps	14.000 EACH	_____.	_____.
0104	415.0410 Concrete Pavement Approach Slab	180.000 SY	_____.	_____.
0106	415.1150.S Concrete Pavement Fast Track (inch) 01. 9-Inch	2,695.000 SY	_____.	_____.
0108	415.4100 Concrete Pavement Joint Filling	50,280.000 SY	_____.	_____.
0110	415.5110.S Concrete Pavement Joint Layout	1.000 LS	_____.	_____.
0112	416.0160 Concrete Driveway 6-Inch	1,875.000 SY	_____.	_____.
0114	416.0260 Concrete Driveway HES 6-Inch	250.000 SY	_____.	_____.
0116	416.0610 Drilled Tie Bars	1,015.000 EACH	_____.	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0118	416.0620 Drilled Dowel Bars	145.000 EACH	_____.	_____.
0120	455.0605 Tack Coat	705.000 GAL	_____.	_____.
0122	460.2000 Incentive Density HMA Pavement	2,450.000 DOL	1.00000	2,450.00
0124	460.5223 HMA Pavement 3 LT 58-28 S	1,555.000 TON	_____.	_____.
0126	460.5224 HMA Pavement 4 LT 58-28 S	1,145.000 TON	_____.	_____.
0128	465.0105 Asphaltic Surface	1,000.000 TON	_____.	_____.
0130	465.0120 Asphaltic Surface Driveways and Field Entrances	420.000 TON	_____.	_____.
0132	465.0125 Asphaltic Surface Temporary	575.000 TON	_____.	_____.
0134	465.0315 Asphaltic Flumes	27.000 SY	_____.	_____.
0136	502.0100 Concrete Masonry Bridges	877.000 CY	_____.	_____.
0138	502.0110.S Concrete Masonry Soldier Pile Footings	114.000 CY	_____.	_____.
0140	502.3200 Protective Surface Treatment	1,480.000 SY	_____.	_____.
0142	502.3210 Pigmented Surface Sealer	152.000 SY	_____.	_____.
0144	503.0137 Prestressed Girder Type I 36W-Inch	1,190.000 LF	_____.	_____.
0146	504.0500 Concrete Masonry Retaining Walls	115.000 CY	_____.	_____.
0148	505.0400 Bar Steel Reinforcement HS Structures	16,540.000 LB	_____.	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0150	505.0600 Bar Steel Reinforcement HS Coated Structures	149,120.000 LB	_____.	_____.
0152	505.0800.S Bar Steel Reinforcement HS Stainless Structures	2,830.000 LB	_____.	_____.
0154	505.0904 Bar Couplers No. 4	22.000 EACH	_____.	_____.
0156	505.0905 Bar Couplers No. 5	539.000 EACH	_____.	_____.
0158	505.0906 Bar Couplers No. 6	54.000 EACH	_____.	_____.
0160	505.0907 Bar Couplers No. 7	8.000 EACH	_____.	_____.
0162	505.0908 Bar Couplers No. 8	24.000 EACH	_____.	_____.
0164	506.0605 Structural Steel HS	91,600.000 LB	_____.	_____.
0166	506.2605 Bearing Pads Elastomeric Non-Laminated	32.000 EACH	_____.	_____.
0168	506.3009 Welded Stud Shear Connectors 3/4x5-Inch	646.000 EACH	_____.	_____.
0170	506.4000 Steel Diaphragms (structure) 01. B-51-0150	14.000 EACH	_____.	_____.
0172	511.1200 Temporary Shoring (structure) 01. B-51-0150	620.000 SF	_____.	_____.
0174	513.2050.S Railing Pipe	28.000 LF	_____.	_____.
0176	513.7021 Railing Steel Type C4 01. B-51-0150	370.000 LF	_____.	_____.
0178	513.8021 Railing Steel Pedestrian Type C4 01. B-51-0150	38.000 LF	_____.	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0180	513.8021 Railing Steel Pedestrian Type C4 02. R-51-0070	410.000 LF	_____.	_____.
0182	513.8021 Railing Steel Pedestrian Type C4 03. R-51-0073	324.000 LF	_____.	_____.
0184	513.8021 Railing Steel Pedestrian Type C4 04. R-51-0074	84.000 LF	_____.	_____.
0186	513.8021 Railing Steel Pedestrian Type C4 05. R-51-0075	39.000 LF	_____.	_____.
0188	516.0500 Rubberized Membrane Waterproofing	37.000 SY	_____.	_____.
0190	517.1050.S Architectural Surface Treatment (structure) 01. B-51-0150	991.000 SF	_____.	_____.
0192	517.1050.S Architectural Surface Treatment (structure) 02. R-51-0073	910.000 SF	_____.	_____.
0194	517.1050.S Architectural Surface Treatment (structure) 03. R-51-0074	490.000 SF	_____.	_____.
0196	517.1050.S Architectural Surface Treatment (structure) 04. R-51-0075	200.000 SF	_____.	_____.
0198	521.1012 Apron Endwalls for Culvert Pipe Steel 12-Inch	1.000 EACH	_____.	_____.
0200	521.1524 Apron Endwalls for Culvert Pipe Sloped Side Drains Steel 24-Inch 6 to 1	4.000 EACH	_____.	_____.
0202	521.3112 Culvert Pipe Corrugated Steel 12-Inch	61.000 LF	_____.	_____.
0204	521.3124 Culvert Pipe Corrugated Steel 24-Inch	135.000 LF	_____.	_____.
0206	522.1012 Apron Endwalls for Culvert Pipe Reinforced Concrete 12-Inch	2.000 EACH	_____.	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0208	522.1015 Apron Endwalls for Culvert Pipe Reinforced Concrete 15-Inch	4.000 EACH	_____.	_____.
0210	522.1024 Apron Endwalls for Culvert Pipe Reinforced Concrete 24-Inch	4.000 EACH	_____.	_____.
0212	522.2424 Culvert Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV 24x38-Inch	100.000 LF	_____.	_____.
0214	522.2614 Apron Endwalls for Culvert Pipe Reinforced Concrete Horizontal Elliptical 14x23-Inch	1.000 EACH	_____.	_____.
0216	522.2619 Apron Endwalls for Culvert Pipe Reinforced Concrete Horizontal Elliptical 19x30-Inch	1.000 EACH	_____.	_____.
0218	522.2624 Apron Endwalls for Culvert Pipe Reinforced Concrete Horizontal Elliptical 24x38-Inch	2.000 EACH	_____.	_____.
0220	522.2629 Apron Endwalls for Culvert Pipe Reinforced Concrete Horizontal Elliptical 29x45-Inch	1.000 EACH	_____.	_____.
0222	522.2638 Apron Endwalls for Culvert Pipe Reinforced Concrete Horizontal Elliptical 38x60-Inch	6.000 EACH	_____.	_____.
0224	522.2643 Apron Endwalls for Culvert Pipe Reinforced Concrete Horizontal Elliptical 43x68-Inch	3.000 EACH	_____.	_____.
0226	550.0020 Pre-Boring Rock or Consolidated Materials	848.000 LF	_____.	_____.
0228	550.1120 Piling Steel HP 12-Inch X 53 Lb	660.000 LF	_____.	_____.
0230	550.2126 Piling CIP Concrete 12 3/4 X 0.375-Inch	400.000 LF	_____.	_____.





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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0232	601.0405 Concrete Curb & Gutter 18-Inch Type A	1,795.000 LF	_____.	_____.
0234	601.0407 Concrete Curb & Gutter 18-Inch Type D	465.000 LF	_____.	_____.
0236	601.0409 Concrete Curb & Gutter 30-Inch Type A	11,825.000 LF	_____.	_____.
0238	601.0411 Concrete Curb & Gutter 30-Inch Type D	4,060.000 LF	_____.	_____.
0240	601.0452 Concrete Curb & Gutter Integral 30-Inch Type D	8,025.000 LF	_____.	_____.
0242	601.0555 Concrete Curb & Gutter 6-Inch Sloped 36-Inch Type A	75.000 LF	_____.	_____.
0244	601.0557 Concrete Curb & Gutter 6-Inch Sloped 36-Inch Type D	180.000 LF	_____.	_____.
0246	601.0600 Concrete Curb Pedestrian	95.000 LF	_____.	_____.
0248	602.0410 Concrete Sidewalk 5-Inch	120,205.000 SF	_____.	_____.
0250	602.0505 Curb Ramp Detectable Warning Field Yellow	1,395.000 SF	_____.	_____.
0252	602.0605 Curb Ramp Detectable Warning Field Radial Yellow	187.000 SF	_____.	_____.
0254	602.1500 Concrete Steps	202.000 SF	_____.	_____.
0256	603.8000 Concrete Barrier Temporary Precast Delivered	450.000 LF	_____.	_____.
0258	603.8125 Concrete Barrier Temporary Precast Installed	450.000 LF	_____.	_____.
0260	603.8505 Anchoring Concrete Barrier on Bridge Decks	200.000 LF	_____.	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0262	606.0300 Riprap Heavy	269.000 CY	_____.	_____.
0264	608.0312 Storm Sewer Pipe Reinforced Concrete Class III 12-Inch	2,388.000 LF	_____.	_____.
0266	608.0315 Storm Sewer Pipe Reinforced Concrete Class III 15-Inch	874.000 LF	_____.	_____.
0268	608.0318 Storm Sewer Pipe Reinforced Concrete Class III 18-Inch	224.000 LF	_____.	_____.
0270	608.0321 Storm Sewer Pipe Reinforced Concrete Class III 21-Inch	18.000 LF	_____.	_____.
0272	608.0324 Storm Sewer Pipe Reinforced Concrete Class III 24-Inch	1,352.000 LF	_____.	_____.
0274	608.0330 Storm Sewer Pipe Reinforced Concrete Class III 30-Inch	618.000 LF	_____.	_____.
0276	608.0336 Storm Sewer Pipe Reinforced Concrete Class III 36-Inch	134.000 LF	_____.	_____.
0278	608.0412 Storm Sewer Pipe Reinforced Concrete Class IV 12-Inch	1,541.000 LF	_____.	_____.
0280	608.0415 Storm Sewer Pipe Reinforced Concrete Class IV 15-Inch	650.000 LF	_____.	_____.
0282	608.0418 Storm Sewer Pipe Reinforced Concrete Class IV 18-Inch	259.000 LF	_____.	_____.
0284	608.0424 Storm Sewer Pipe Reinforced Concrete Class IV 24-Inch	1,424.000 LF	_____.	_____.
0286	608.0430 Storm Sewer Pipe Reinforced Concrete Class IV 30-Inch	764.000 LF	_____.	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0288	608.0436 Storm Sewer Pipe Reinforced Concrete Class IV 36-Inch	574.000 LF	_____.	_____.
0290	608.2343 Storm Sewer Pipe Reinforced Concrete Horizontal Elliptical Class HE-III 43x68-Inch	864.000 LF	_____.	_____.
0292	608.2414 Storm Sewer Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV 14x23-Inch	139.000 LF	_____.	_____.
0294	608.2419 Storm Sewer Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV 19x30-Inch	187.000 LF	_____.	_____.
0296	608.2429 Storm Sewer Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV 29x45-Inch	79.000 LF	_____.	_____.
0298	611.0420 Reconstructing Manholes	2.000 EACH	_____.	_____.
0300	611.0430 Reconstructing Inlets	3.000 EACH	_____.	_____.
0302	611.0530 Manhole Covers Type J	50.000 EACH	_____.	_____.
0304	611.0545 Manhole Covers Type L	1.000 EACH	_____.	_____.
0306	611.0606 Inlet Covers Type B	3.000 EACH	_____.	_____.
0308	611.0624 Inlet Covers Type H	112.000 EACH	_____.	_____.
0310	611.0666 Inlet Covers Type Z	10.000 EACH	_____.	_____.
0312	611.1003 Catch Basins 3-FT Diameter	6.000 EACH	_____.	_____.
0314	611.1004 Catch Basins 4-FT Diameter	38.000 EACH	_____.	_____.



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0316	611.1005 Catch Basins 5-FT Diameter	3.000 EACH	_____.	_____.
0318	611.1230 Catch Basins 2x3-FT	76.000 EACH	_____.	_____.
0320	611.2004 Manholes 4-FT Diameter	27.000 EACH	_____.	_____.
0322	611.2005 Manholes 5-FT Diameter	22.000 EACH	_____.	_____.
0324	611.2006 Manholes 6-FT Diameter	2.000 EACH	_____.	_____.
0326	611.2007 Manholes 7-FT Diameter	1.000 EACH	_____.	_____.
0328	611.2008 Manholes 8-FT Diameter	1.000 EACH	_____.	_____.
0330	611.3220 Inlets 2x2-FT	1.000 EACH	_____.	_____.
0332	611.8110 Adjusting Manhole Covers	9.000 EACH	_____.	_____.
0334	611.8115 Adjusting Inlet Covers	9.000 EACH	_____.	_____.
0336	611.8120.S Cover Plates Temporary	10.000 EACH	_____.	_____.
0338	612.0206 Pipe Underdrain Unperforated 6-Inch	440.000 LF	_____.	_____.
0340	612.0406 Pipe Underdrain Wrapped 6-Inch	4,383.000 LF	_____.	_____.
0342	618.0100 Maintenance And Repair of Haul Roads (project) 01. 2250-12-70	1.000 EACH	_____.	_____.
0344	619.1000 Mobilization	1.000 EACH	_____.	_____.
0346	620.0300 Concrete Median Sloped Nose	172.000 SF	_____.	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0348	623.0200 Dust Control Surface Treatment	53,320.000 SY	_____.	_____.
0350	624.0100 Water	670.000 MGAL	_____.	_____.
0352	625.0100 Topsoil	39,770.000 SY	_____.	_____.
0354	627.0200 Mulching	11,440.000 SY	_____.	_____.
0356	628.1104 Erosion Bales	100.000 EACH	_____.	_____.
0358	628.1504 Silt Fence	6,360.000 LF	_____.	_____.
0360	628.1520 Silt Fence Maintenance	22,220.000 LF	_____.	_____.
0362	628.1905 Mobilizations Erosion Control	15.000 EACH	_____.	_____.
0364	628.1910 Mobilizations Emergency Erosion Control	10.000 EACH	_____.	_____.
0366	628.2021 Erosion Mat Class II Type A	220.000 SY	_____.	_____.
0368	628.6005 Turbidity Barriers	285.000 SY	_____.	_____.
0370	628.6510 Soil Stabilizer Type B	2.000 ACRE	_____.	_____.
0372	628.7005 Inlet Protection Type A	185.000 EACH	_____.	_____.
0374	628.7010 Inlet Protection Type B	13.000 EACH	_____.	_____.
0376	628.7015 Inlet Protection Type C	114.000 EACH	_____.	_____.
0378	628.7020 Inlet Protection Type D	73.000 EACH	_____.	_____.
0380	628.7504 Temporary Ditch Checks	45.000 LF	_____.	_____.



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Contract Items

Alt Set ID:

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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0382	628.7555 Culvert Pipe Checks	19.000 EACH	_____.	_____.
0384	628.7560 Tracking Pads	10.000 EACH	_____.	_____.
0386	628.7570 Rock Bags	50.000 EACH	_____.	_____.
0388	629.0210 Fertilizer Type B	29.200 CWT	_____.	_____.
0390	630.0200 Seeding Temporary	320.000 LB	_____.	_____.
0392	631.0300 Sod Water	907.000 MGAL	_____.	_____.
0394	631.1000 Sod Lawn	39,770.000 SY	_____.	_____.
0396	633.5200 Markers Culvert End	4.000 EACH	_____.	_____.
0398	634.0618 Posts Wood 4x6-Inch X 18-FT	119.000 EACH	_____.	_____.
0400	634.0622 Posts Wood 4x6-Inch X 22-FT	2.000 EACH	_____.	_____.
0402	634.0814 Posts Tubular Steel 2x2-Inch X 14-FT	59.000 EACH	_____.	_____.
0404	636.0050.S Foundation Drilling (diameter) 01. 24-Inch	959.000 LF	_____.	_____.
0406	637.2210 Signs Type II Reflective H	1,123.460 SF	_____.	_____.
0408	637.2215 Signs Type II Reflective H Folding	82.060 SF	_____.	_____.
0410	637.2230 Signs Type II Reflective F	397.685 SF	_____.	_____.
0412	638.2102 Moving Signs Type II	23.000 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
0414	638.2602 Removing Signs Type II	162.000 EACH	_____.	_____.
0416	638.3000 Removing Small Sign Supports	116.000 EACH	_____.	_____.
0418	641.8100 Overhead Sign Support (structure) 0001. S-51-252	LS	LUMP SUM	_____.
0420	643.0300 Traffic Control Drums	33,000.000 DAY	_____.	_____.
0422	643.0420 Traffic Control Barricades Type III	26,140.000 DAY	_____.	_____.
0424	643.0500 Traffic Control Flexible Tubular Marker Posts	220.000 EACH	_____.	_____.
0426	643.0600 Traffic Control Flexible Tubular Marker Bases	220.000 EACH	_____.	_____.
0428	643.0705 Traffic Control Warning Lights Type A	33,980.000 DAY	_____.	_____.
0430	643.0715 Traffic Control Warning Lights Type C	6,410.000 DAY	_____.	_____.
0432	643.0900 Traffic Control Signs	35,136.000 DAY	_____.	_____.
0434	643.1050 Traffic Control Signs PCMS	122.000 DAY	_____.	_____.
0436	643.5000 Traffic Control	1.000 EACH	_____.	_____.
0438	644.1410.S Temporary Pedestrian Surface Asphalt	8,000.000 SF	_____.	_____.
0440	644.1420.S Temporary Pedestrian Surface Plywood	8,000.000 SF	_____.	_____.
0442	644.1601.S Temporary Curb Ramp	122.000 EACH	_____.	_____.
0444	644.1616.S Temporary Pedestrian Safety Fence	3,200.000 LF	_____.	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0446	645.0111 Geotextile Type DF Schedule A	1,711.000 SY	_____.	_____.
0448	645.0120 Geotextile Type HR	524.000 SY	_____.	_____.
0450	646.1020 Marking Line Epoxy 4-Inch	45,261.000 LF	_____.	_____.
0452	646.3020 Marking Line Epoxy 8-Inch	5,971.000 LF	_____.	_____.
0454	646.5020 Marking Arrow Epoxy	47.000 EACH	_____.	_____.
0456	646.5120 Marking Word Epoxy	12.000 EACH	_____.	_____.
0458	646.5220 Marking Symbol Epoxy	9.000 EACH	_____.	_____.
0460	646.6120 Marking Stop Line Epoxy 18-Inch	670.000 LF	_____.	_____.
0462	646.7120 Marking Diagonal Epoxy 12-Inch	1,262.000 LF	_____.	_____.
0464	646.7420 Marking Crosswalk Epoxy Transverse Line 6-Inch	4,060.000 LF	_____.	_____.
0466	646.8305 Marking Parking Stall Paint	218.000 LF	_____.	_____.
0468	646.9000 Marking Removal Line 4-Inch	5,405.000 LF	_____.	_____.
0470	646.9100 Marking Removal Line 8-Inch	465.000 LF	_____.	_____.
0472	646.9200 Marking Removal Line Wide	330.000 LF	_____.	_____.
0474	646.9300 Marking Removal Special Marking	5.000 EACH	_____.	_____.
0476	649.0105 Temporary Marking Line Paint 4-Inch	23,220.000 LF	_____.	_____.





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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0478	649.0150 Temporary Marking Line Removable Tape 4-Inch	32,470.000 LF	_____.	_____.
0480	649.0205 Temporary Marking Line Paint 8-Inch	80.000 LF	_____.	_____.
0482	649.0505 Temporary Marking Arrow Paint	1.000 EACH	_____.	_____.
0484	649.0605 Temporary Marking Word Paint	1.000 EACH	_____.	_____.
0486	649.0805 Temporary Marking Stop Line Paint 18-Inch	135.000 LF	_____.	_____.
0488	649.0850 Temporary Marking Stop Line Removable Tape 18-Inch	155.000 LF	_____.	_____.
0490	650.4000 Construction Staking Storm Sewer	197.000 EACH	_____.	_____.
0492	650.4500 Construction Staking Subgrade	16,373.000 LF	_____.	_____.
0494	650.5000 Construction Staking Base	5,588.000 LF	_____.	_____.
0496	650.5500 Construction Staking Curb Gutter and Curb & Gutter	4,705.000 LF	_____.	_____.
0498	650.6000 Construction Staking Pipe Culverts	4.000 EACH	_____.	_____.
0500	650.6500 Construction Staking Structure Layout (structure) 01. B-51-150	LS	LUMP SUM	_____.
0502	650.6500 Construction Staking Structure Layout (structure) 02. R-51-70	LS	LUMP SUM	_____.
0504	650.6500 Construction Staking Structure Layout (structure) 03. R-51-73	LS	LUMP SUM	_____.
0506	650.6500 Construction Staking Structure Layout (structure) 04. R-51-74	LS	LUMP SUM	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0508	650.6500 Construction Staking Structure Layout (structure) 05. R-51-75	LS	LUMP SUM	_____.
0510	650.7000 Construction Staking Concrete Pavement	10,785.000 LF	_____.	_____.
0512	650.8500 Construction Staking Electrical Installations (project) 01. 2250-12-70	LS	LUMP SUM	_____.
0514	650.9000 Construction Staking Curb Ramps	130.000 EACH	_____.	_____.
0516	650.9910 Construction Staking Supplemental Control (project) 01. 2250-12-70	LS	LUMP SUM	_____.
0518	650.9920 Construction Staking Slope Stakes	16,373.000 LF	_____.	_____.
0520	652.0125 Conduit Rigid Metallic 2-Inch	30.000 LF	_____.	_____.
0522	652.0225 Conduit Rigid Nonmetallic Schedule 40 2-Inch	23,383.000 LF	_____.	_____.
0524	652.0235 Conduit Rigid Nonmetallic Schedule 40 3-Inch	5,898.000 LF	_____.	_____.
0526	652.0700.S Install Conduit into Existing Item	3.000 EACH	_____.	_____.
0528	652.0800 Conduit Loop Detector	3,730.000 LF	_____.	_____.
0530	653.0135 Pull Boxes Steel 24x36-Inch	18.000 EACH	_____.	_____.
0532	653.0140 Pull Boxes Steel 24x42-Inch	80.000 EACH	_____.	_____.
0534	653.0154 Pull Boxes Non-Conductive 24x36-Inch	5.000 EACH	_____.	_____.
0536	653.0164 Pull Boxes Non-Conductive 24x42-Inch	9.000 EACH	_____.	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0538	653.0222 Junction Boxes 18x12x6-Inch	8.000 EACH	_____.	_____.
0540	653.0905 Removing Pull Boxes	52.000 EACH	_____.	_____.
0542	654.0101 Concrete Bases Type 1	19.000 EACH	_____.	_____.
0544	654.0102 Concrete Bases Type 2	4.000 EACH	_____.	_____.
0546	654.0105 Concrete Bases Type 5	37.000 EACH	_____.	_____.
0548	654.0110 Concrete Bases Type 10	3.000 EACH	_____.	_____.
0550	654.0111 Concrete Bases Type 11	72.000 EACH	_____.	_____.
0552	654.0113 Concrete Bases Type 13	7.000 EACH	_____.	_____.
0554	654.0217 Concrete Control Cabinet Bases Type 9 Special	2.000 EACH	_____.	_____.
0556	654.0230 Concrete Control Cabinet Bases Type L30	2.000 EACH	_____.	_____.
0558	655.0230 Cable Traffic Signal 5-14 AWG	1,870.000 LF	_____.	_____.
0560	655.0240 Cable Traffic Signal 7-14 AWG	1,541.000 LF	_____.	_____.
0562	655.0260 Cable Traffic Signal 12-14 AWG	4,480.000 LF	_____.	_____.
0564	655.0270 Cable Traffic Signal 15-14 AWG	1,124.000 LF	_____.	_____.
0566	655.0320 Cable Type UF 2-10 AWG Grounded	1,607.000 LF	_____.	_____.
0568	655.0515 Electrical Wire Traffic Signals 10 AWG	4,174.000 LF	_____.	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0570	655.0610 Electrical Wire Lighting 12 AWG	10,530.000 LF	_____.	_____.
0572	655.0615 Electrical Wire Lighting 10 AWG	4,560.000 LF	_____.	_____.
0574	655.0620 Electrical Wire Lighting 8 AWG	45,427.000 LF	_____.	_____.
0576	655.0630 Electrical Wire Lighting 4 AWG	27,588.000 LF	_____.	_____.
0578	655.0635 Electrical Wire Lighting 2 AWG	16,019.000 LF	_____.	_____.
0580	655.0640 Electrical Wire Lighting 1 AWG	36.000 LF	_____.	_____.
0582	655.0700 Loop Detector Lead In Cable	9,556.000 LF	_____.	_____.
0584	655.0800 Loop Detector Wire	8,430.000 LF	_____.	_____.
0586	655.0900 Traffic Signal EVP Detector Cable	3,875.000 LF	_____.	_____.
0588	656.0200 Electrical Service Meter Breaker Pedestal (location) 01. STH 20/83 & CTH W/Buena Park Rd	LS	LUMP SUM	_____.
0590	656.0200 Electrical Service Meter Breaker Pedestal (location) 02. STH 20/83 & Jefferson St	LS	LUMP SUM	_____.
0592	656.0400 Electrical Service Main Lugs Only Meter Pedestal (location) 001. RC STA 344+59 66.8' LT	LS	LUMP SUM	_____.
0594	656.0400 Electrical Service Main Lugs Only Meter Pedestal (location) 002. VW STA 367+45 111.8' LT	LS	LUMP SUM	_____.
0596	657.0100 Pedestal Bases	20.000 EACH	_____.	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0598	657.0255 Transformer Bases Breakaway 11 1/2-Inch Bolt Circle	41.000 EACH	_____.	_____.
0600	657.0310 Poles Type 3	4.000 EACH	_____.	_____.
0602	657.0322 Poles Type 5-Aluminum	37.000 EACH	_____.	_____.
0604	657.0420 Traffic Signal Standards Aluminum 13-FT	5.000 EACH	_____.	_____.
0606	657.0425 Traffic Signal Standards Aluminum 15-FT	7.000 EACH	_____.	_____.
0608	657.0430 Traffic Signal Standards Aluminum 10-FT	10.000 EACH	_____.	_____.
0610	657.0609 Luminaire Arms Single Member 4-Inch Clamp 6-FT	4.000 EACH	_____.	_____.
0612	657.0610 Luminaire Arms Single Member 4 1/2-Inch Clamp 6-FT	37.000 EACH	_____.	_____.
0614	657.1345 Install Poles Type 9	1.000 EACH	_____.	_____.
0616	657.1350 Install Poles Type 10	1.000 EACH	_____.	_____.
0618	657.1355 Install Poles Type 12	1.000 EACH	_____.	_____.
0620	657.1360 Install Poles Type 13	1.000 EACH	_____.	_____.
0622	657.1450 Install Poles Over Height Type 10	1.000 EACH	_____.	_____.
0624	657.1460 Install Poles Over Height Type 13	5.000 EACH	_____.	_____.
0626	657.1525 Install Monotube Arms 25-FT	1.000 EACH	_____.	_____.
0628	657.1530 Install Monotube Arms 30-FT	2.000 EACH	_____.	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0630	657.1540 Install Monotube Arms 40-FT	2.000 EACH	_____.	_____.
0632	657.1545 Install Monotube Arms 45-FT	1.000 EACH	_____.	_____.
0634	657.1550 Install Monotube Arms 50-FT	2.000 EACH	_____.	_____.
0636	657.1555 Install Monotube Arms 55-FT	2.000 EACH	_____.	_____.
0638	657.1815 Install Luminaire Arms Steel 15-FT	8.000 EACH	_____.	_____.
0640	657.6005 Anchor Assemblies Light Poles on Structures	4.000 EACH	_____.	_____.
0642	658.0173 Traffic Signal Face 3S 12-Inch	31.000 EACH	_____.	_____.
0644	658.0174 Traffic Signal Face 4S 12-Inch	14.000 EACH	_____.	_____.
0646	658.0175 Traffic Signal Face 5S 12-Inch	2.000 EACH	_____.	_____.
0648	658.0416 Pedestrian Signal Face 16-Inch	22.000 EACH	_____.	_____.
0650	658.0500 Pedestrian Push Buttons	22.000 EACH	_____.	_____.
0652	658.5069 Signal Mounting Hardware (location) 01. STH 20 & CTH W/Buena Park Rd	LS	LUMP SUM	_____.
0654	658.5069 Signal Mounting Hardware (location) 02. STH 20 & Jefferson St	LS	LUMP SUM	_____.
0656	658.5069 Signal Mounting Hardware (location) 03. STH 20 & E. Main St	LS	LUMP SUM	_____.
0658	658.5069 Signal Mounting Hardware (location) 04. STH 36 & STH 20	LS	LUMP SUM	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0660	659.1125 Luminaires Utility LED C	49.000 EACH	_____.	_____.
0662	659.2230 Lighting Control Cabinets 240/480 30-Inch	2.000 EACH	_____.	_____.
0664	661.0200 Temporary Traffic Signals for Intersections (location) 01. STH 20 & CTH W/Buena Park Rd	LS	LUMP SUM	_____.
0666	661.0200 Temporary Traffic Signals for Intersections (location) 02. STH 20 & Jefferson St	LS	LUMP SUM	_____.
0668	661.0200 Temporary Traffic Signals for Intersections (location) 03. STH 20 & E. Main St	LS	LUMP SUM	_____.
0670	678.0700 Install Wireless Antennas	2.000 EACH	_____.	_____.
0672	690.0150 Sawing Asphalt	5,608.000 LF	_____.	_____.
0674	690.0250 Sawing Concrete	6,636.000 LF	_____.	_____.
0676	715.0415 Incentive Strength Concrete Pavement	17,430.000 DOL	1.00000	17,430.00
0678	715.0502 Incentive Strength Concrete Structures	5,300.000 DOL	1.00000	5,300.00
0680	715.0710 Optimized Aggregate Gradation Incentive	43,730.000 DOL	1.00000	43,730.00
0682	999.1500.S Crack and Damage Survey	LS	LUMP SUM	_____.
0684	ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR	3,000.000 HRS	5.00000	15,000.00
0686	ASP.1T0G On-the-Job Training Graduate at \$5.00/HR	6,500.000 HRS	5.00000	32,500.00



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0688	SPV.0060 Special 01. Manholes 10-Foot Diameter	1.000 EACH	_____.	_____.
0690	SPV.0060 Special 02. Manholes 12-Foot Diameter	2.000 EACH	_____.	_____.
0692	SPV.0060 Special 03. Inlet Covers Special	1.000 EACH	_____.	_____.
0694	SPV.0060 Special 04. Manhole Covers Special	2.000 EACH	_____.	_____.
0696	SPV.0060 Special 05. Field Office Type T	1.000 EACH	_____.	_____.
0698	SPV.0060 Special 06. Moving Solar RRFB and Pole Westbound Right on STH 20 at River Street	1.000 EACH	_____.	_____.
0700	SPV.0060 Special 07. Moving Solar RRFB Eastbound Right on STH 20 at River Street	1.000 EACH	_____.	_____.
0702	SPV.0060 Special 08. Sanitary Manhole Frame and Grate, Special	4.000 EACH	_____.	_____.
0704	SPV.0060 Special 09. Sanitary Chimney Seals, 10-Inch	4.000 EACH	_____.	_____.
0706	SPV.0060 Special 10. Sanitary Manhole Exterior Joint Protection	4.000 EACH	_____.	_____.
0708	SPV.0060 Special 101. Decorative Lighting Units LED 15-FT	34.000 EACH	_____.	_____.
0710	SPV.0060 Special 102. Decorative Lighting Units LED 20-FT	40.000 EACH	_____.	_____.
0712	SPV.0060 Special 11. Adjusting Sanitary Manhole Covers	50.000 EACH	_____.	_____.
0714	SPV.0060 Special 12. Adjust Existing Water Valve Boxes and Water Manholes	130.000 EACH	_____.	_____.





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0716	SPV.0060 Special 13. Adjust Fire Hydrant	4.000 EACH	_____.	_____.
0718	SPV.0060 Special 14. Decorative Tree Grates	4.000 EACH	_____.	_____.
0720	SPV.0090 Special 01. Culvert Pipe Reinforced Concrete Horizontal Ellipical Class HE-IV 38x60-Inch	338.000 LF	_____.	_____.
0722	SPV.0090 Special 02. Construction Staking Concrete Sidewalk	24,000.000 LF	_____.	_____.
0724	SPV.0090 Special 03. Heavy Duty Silt Fence	1,050.000 LF	_____.	_____.
0726	SPV.0090 Special 04. Private Storm Sewer Concrete Pipe	150.000 LF	_____.	_____.
0728	SPV.0090 Special 05. Private Storm Sewer PVC Pipe	150.000 LF	_____.	_____.
0730	SPV.0105 Special 01. Temporary EVP System (STH 20 & Jefferson St)	LS	LUMP SUM	_____.
0732	SPV.0105 Special 02. Temporary EVP System (STH 20 & E. Main St)	LS	LUMP SUM	_____.
0734	SPV.0105 Special 03. Temporary Vehicle Detection System (STH 20 & CTH W/Buena Park Rd)	LS	LUMP SUM	_____.
0736	SPV.0105 Special 04. Temporary Vehicle Detection System (STH 20 & Jefferson St)	LS	LUMP SUM	_____.
0738	SPV.0105 Special 05. Temporary Vehicle Detection System (STH 20 & E. Main St)	LS	LUMP SUM	_____.
0740	SPV.0105 Special 06. Trans & Install State Furn Traffic Signal Cab (STH 20 & CTH W)	LS	LUMP SUM	_____.



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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0742	SPV.0105 Special 07. Trans & Install State Furn Traffic Signal Cab (STH 20 & Jefferson St)	LS	LUMP SUM	_____.
0744	SPV.0105 Special 08. Trans Signal Lighting Material (STH 20 & CTH W/Buena Park Rd)	LS	LUMP SUM	_____.
0746	SPV.0105 Special 09. Trans Signal Lighting Material (STH 20 & Jefferson St)	LS	LUMP SUM	_____.
0748	SPV.0105 Special 10. Trans Signal Lighting Material (STH 20 & E. Main St)	LS	LUMP SUM	_____.
0750	SPV.0105 Special 11. Trans & Install State Furn Emergency EVP Det Heads (STH 20 & CTH W)	LS	LUMP SUM	_____.
0752	SPV.0105 Special 12. Trans & Install State Furn Emergency EVP Det Heads (STH 20 & Jefferson St)	LS	LUMP SUM	_____.
0754	SPV.0105 Special 13. Trans & Install State Furn Emergency EVP Det Heads (STH 20 & E Main St)	LS	LUMP SUM	_____.
0756	SPV.0105 Special 14. Trans & Install State Furn Emergency EVP Det Heads (STH 36 & STH 20)	LS	LUMP SUM	_____.
0758	SPV.0105 Special 15. Removing Geodetic Survey Monument	LS	LUMP SUM	_____.
0760	SPV.0105 Special 16. Salvage and Preserve Block Wall and Railing (Sta. 364+19, RT)	LS	LUMP SUM	_____.
0762	SPV.0105 Special 17. Rectangular Rapid Flash Beacon E Crossing Rt WB STH 20 at Rivermoor Rd	LS	LUMP SUM	_____.



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0764	SPV.0105 Special 18. Rectangular Rapid Flash Beacon E Crossing Lt Med WB STH 20 at Rivermoor Rd	LS	LUMP SUM	_____.
0766	SPV.0105 Special 19. Rectangular Rapid Flash Beacon E Crossing Rt EB STH 20 at Rivermoor Rd	LS	LUMP SUM	_____.
0768	SPV.0105 Special 20. Rectangular Rapid Flash Beacon E Crossing Lt Med EB STH 20 at Rivermoor Rd	LS	LUMP SUM	_____.
0770	SPV.0105 Special 21. Rectangular Rapid Flash Beacon W Crossing Rt WB STH 20 at Rivermoor Rd	LS	LUMP SUM	_____.
0772	SPV.0105 Special 22. Rectangular Rapid Flash Beacon W Crossing Lt Med WB STH 20 at Rivermoor Rd	LS	LUMP SUM	_____.
0774	SPV.0105 Special 23. Rectangular Rapid Flash Beacon W Crossing Rt EB STH 20 at Rivermoor Rd	LS	LUMP SUM	_____.
0776	SPV.0105 Special 24. Rectangular Rapid Flash Beacon W Crossing Lt Med EB STH 20 at Rivermoor Rd	LS	LUMP SUM	_____.
0778	SPV.0110 Special 01. Timber Lagging	7.100 MBM	_____.	_____.
0780	SPV.0165 Special 01. Wall Modular Block Mechanically Stabilized Earth (R-51-0070)	2,535.000 SF	_____.	_____.
0782	SPV.0165 Special 02. Geocomposite Drain Board	2,354.000 SF	_____.	_____.
Section: 0001			Total:	_____.
			Total Bid:	_____.



**PLEASE ATTACH SCHEDULE OF ITEMS HERE**