

**HIGHWAY WORK PROPOSAL**

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

Proposal Number:

**29**

COUNTY	STATE PROJECT ID	FEDERAL PROJECT ID	PROJECT DESCRIPTION	HIGHWAY
Winnebago	1517-75-76	WISC 2016 128	USH 10 - USH 10/STH 441 County CB - Oneida Street Racine Rd Reconstruction	USH 10

# ADDENDUM REQUIRED

ATTACHED AT BACK

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

Proposal Guaranty Required, \$ 75,000.00 Payable to: Wisconsin Department of Transportation	Attach Proposal Guaranty on back of this PAGE.
Bid Submittal Due Date: April 12, 2016 Time (Local Time): 9:00 AM	Firm Name, Address, City, State, Zip Code  <h2>SAMPLE</h2> <h3>NOT FOR BIDDING PURPOSES</h3>
Contract Completion Time October 4, 2016	
Assigned Disadvantaged Business Enterprise Goal <div style="text-align: right;">10%</div>	
This contract is exempt from federal oversight.	

This certifies that the undersigned bidder, duly sworn, is an authorized representative of the firm named above; that the bidder has examined and carefully prepared the bid from the plans, Highway Work Proposal, and all addenda, and has checked the same in detail before submitting this proposal or bid; and that the bidder or agents, officer, or employees have not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this proposal bid.

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

Subscribed and sworn to before me this date \_\_\_\_\_

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

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

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

Notary Seal

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

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

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

### For Department Use Only

Type of Work Common excavation, base aggregate, concrete pavement, HMA pavement, sign structures, storm sewer, erosion control items, pavement marking, signing, lighting, signals, and traffic control.	
Notice of Award Dated	Date Guaranty Returned

**PLEASE ATTACH  
PROPOSAL GUARANTY HERE**

**Effective with November 2007 Letting**

**PROPOSAL REQUIREMENTS AND CONDITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

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

## Effective with August 2015 Letting

### BID PREPARATION

#### Preparing the Proposal Schedule of Items

##### A General

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

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

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

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

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

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

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

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

## **B Submitting Electronic Bids**

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

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

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

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

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

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

**Bidder**

**Name**

**BN00**

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

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

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

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

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

# PROPOSAL BID BOND

DT1303 1/2006

Wisconsin Department of Transportation

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

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

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

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

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

## PRINCIPAL

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

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

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

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

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

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

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

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

## NOTARY FOR PRINCIPAL

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

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

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

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

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

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

**Notary Seal**

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

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

## NOTARY FOR SURETY

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

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

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

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

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

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

**Notary Seal**

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





# CERTIFICATE OF ANNUAL BID BOND

DT1305 8/2003

Wisconsin Department of Transportation

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

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

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

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

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

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



## March 2010

## LIST OF SUBCONTRACTORS

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

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

[illegible]

**DECEMBER 2000**

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

Instructions for Certification

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

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

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

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

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

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## **SPECIAL PROVISIONS**

### **1. Administrative.**

#### **1.1 General.**

Perform the work under this construction contract for Project 1517-75-76, USH 10 – USH 10/STH 441, County CB – Oneida Street, USH 10, Racine RD Reconstruction, Winnebago 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, 2016 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 (20150630)

#### **1.2 Scope of Work.**

The work under this contract shall consist of common excavation, base aggregate, concrete pavement, HMA pavement, curb and gutter, sidewalk, storm sewer, sign structures, erosion control, signing, pavement marking, lighting, signals, and all incidental items necessary to complete the work as shown on the plans and included in the proposal and contract.

104-005 (20090901)

#### **1.3 Other Contracts.**

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

Project 1517-07-77, USH 41 Interchange Bridges and LLBDM Bridge B-70-61 Redecking, Winnebago County, Wisconsin under a department contract. Work under this contract (anticipated LET date of July 12, 2016) is anticipated to be complete in July 2018. The work under this contract consists of common excavation, borrow excavation, construction of Structures B-70-401, B-70-405, B-70-406, redecking of B-70-61, S-70-209, S-70-254, S-70-36, S-70-201, S-70-206, S-70-248, S-70-253, S-70-257, concrete pavement, HMA Pavement, storm sewer and erosion control. The work under this contract has schedule and work zone overlap.

Project 1517-07-76, Little Lake Butte Morts Bridge B-70-403, Winnebago County, Wisconsin under a department contract. Work under this contract (LET date of August 11, 2014) is anticipated to be complete in October 2016. The work under this contract consists of common excavation, borrow excavation, construction of Structures B-70-403, C-70-200, S-44-112, S-70-186, S-70-204, S-70-240, S-70-249, S-70-251, S-70-258 and S-70-259, concrete pavement, and erosion control. The work under this contract has schedule and work zone overlap.

Project 1517-07-79 USH 41 Interchange B-70-400 and USH 10 eastbound Grading/Paving, Winnebago County, Wisconsin under a department contract. Work under this contract is anticipated to be complete May 1, 2017. The work under this contract consists of common excavation, borrow excavation, base aggregate dense, breaker run, concrete pavement, HMA pavement, concrete barrier, storm sewer, erosion control, pavement marking, signing and B-70-400. The work under this contract has schedule and work zone overlap.

Project 1517-75-75 Racine Road Interchange Construction, Winnebago County, Wisconsin under a department contract. Work under this contract is anticipated to be complete in November 2016. The work under this contract consists of common excavation, roadway embankment, construction of Structures B-70-410, B-70-411, B-70-420, B-70-421, and R-70-120, concrete pavement, HMA Pavement, curb and gutter, stormwater detention ponds, permanent signing and marking, storm sewer and erosion control. The work under this contract has schedule and work zone overlap.

Project 4685-19-60, STH 441 from US 10 to North Junction US 41, Winnebago County, Wisconsin under a department contract. Work under this contract is anticipated to begin in May 2016 and be completed by September 2016. Construction operations include concrete pavement repair, asphaltic shoulder removal and replacement, replacing and upgrading signing, pavement marking and delineators, and safety improvements such as upgrading beam guard, clearing hazards and flattening side slopes of median crossovers. STH 441 will have lane closures during non-peak hours as well as ramp closures during non-peak hours for pavement repairs and asphaltic shoulder removal and replacement. The work under this contract has schedule and work zone overlap.  
(NER441-20141017)

#### **1.4 Notice to Contractor – Project Storage and Staging Areas.**

*Supplement standard spec 106.4(2) and 107.9 with the following:*

To accommodate stage construction of the department planned contracts for the WIS 441 Tri-County Expansion Project, the department will implement a review and approval process for use of storage and staging areas within the right-of-way and adjacent to the project.

Equipment and materials can be stored within the slope intercepts shown on the plan and within the footprint of the roadway or structures within the project limits. Storage of equipment and materials will not be allowed in areas which are restricted by traffic and other requirements provided in the special provisions.

Make any requests for storage and staging areas located outside of the slope intercepts or outside of the proposed roadway and structure footprints to the engineer. The request should include the anticipated date for occupying the area, the anticipated date for vacating the area, and a proposed restoration plan for the area. Review by the department does not constitute approval.

(NER441-20150117)

### **1.5 Notice to Contractor – Street Sweeping.**

All street sweeping due to contractors hauling operations is considered incidental to the contract. The contractor is responsible in keeping all public roadways clean and free from dirt and debris at all times. For this work provide a self-contained mechanical or air conveyance street sweeper and dispose the accumulated material.

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

Cleaning of the roadway before traffic switches or cleaning of roadways from non-contractor vehicle traffic will be paid for under the contract item Street Sweeping.

(NER441-20150117)

### **1.6 Notice to Contractor – Signal Timing.**

Signal timing may need to be adjusted during this project. All adjustments to signal timing at Racine and 9<sup>th</sup> Street intersection will be completed by City of Menasha personnel. Coordinate with Tim Montour at (920) 967-3612.

### **1.7 Notice to Contractor – Right-of-Way Fencing.**

Maintain all existing freeway right-of-way fencing or temporary fencing that is disturbed by your operations. At no time leave a site where the fencing is inadequate to protect the general public. Notify property owners five working days in advance of existing fence removal and 5 working days in advance of temporary fence removal.

(NER441-20150117)

## **2. Prosecution and Progress.**

### **2.1 Prosecution and Progress.**

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

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

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

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

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

Cost for dewatering is considered incidental to construction.

Excess fill material and cleared and grubbed material should be stockpiled on upland areas an adequate distance away from wetlands, storm sewer inlets, floodplains, and the waterways. Provide erosion control devices for stockpiled soil to avoid erosion and nuisance dust emissions.

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

The contractor is advised that there may be multiple mobilizations for such items as erosion control, traffic control, detours, signing items, temporary pavement markings and other incidental items related to the staging. The department will make no additional payment for said mobilizations.

Place final pavement markings on final roadway pavement surface course. In instances where work zone pavement markings are required for maintaining traffic, they shall be placed on intermediate surface courses, as noted on the plans or otherwise approved by the engineer.

An assumed duration of specific traffic control set up and related construction activities have been included for information only. The contractor can elect to complete individual construction stages and traffic phases any time during the project contract, provided the prerequisites have been met and interim and final completion dates are met.

Notify the local municipalities 10 calendar days in advance of the adjustment of sanitary manholes and water valves.

#### **Fence Installation Notification**

Notify the department's maintenance section a minimum of two weeks prior to permanent fence installation for final installation location. Contact Kurt Wranovsky, Maintenance Supervisor, at (920) 492-5645.

#### **Roundabout Lighting**

All lighting for Roundabouts shall be installed, tested and working prior to opening the roundabouts.

#### **Traffic/Construction Overview**

Follow the construction operations as outlined in the staging overview sheets and other plan details. Items listed below are not limited to, but only highlight construction activities, that are subject to interim completion dates, liquidated damages, or penalties.

##### Stage 1

- Construct Racine Road intersection with 9<sup>th</sup> Street, including traffic signals.
- Construct Racine Road intersection with 12<sup>th</sup> Street.
- Begin construction of Racine Road, Racine Road roundabout, and the Connector Road.
- Sub-stage 1A allows for pedestrians traveling north along Racine Road to access 9<sup>th</sup> Street east of the Racine Road/9<sup>th</sup> Street intersection and for pedestrians traveling west along 9<sup>th</sup> Street to access Racine Road south of the Racine Road/9<sup>th</sup> Street intersection.
- Sub-stage 1B allows for pedestrians traveling north along Racine Road to access 9<sup>th</sup> Street west of the Racine Road/9<sup>th</sup> Street intersection and for pedestrians traveling east along 9<sup>th</sup> Street to access Racine Road south of the Racine Road/9<sup>th</sup> Street intersection.

##### Stage 2

Continue construction of Racine Road between 9<sup>th</sup> Street and 12<sup>th</sup> Street, Racine Road roundabout, and the Connector Road.

#### **Interim Liquidated Damages**

Complete all work and coordination measures necessary on Racine Road, 9<sup>th</sup> Street and 12<sup>th</sup> Street, including grading, pavement, curb and gutter, signals, pavement marking, signing and all incidentals necessary to open Racine Road and 9<sup>th</sup> Street intersection from 9<sup>th</sup> Street to the south and the Racine Road and 12<sup>th</sup> Street intersection from 12<sup>th</sup> Street to the north as shown for Stage 2 in the traffic control plans under this contract prior to 12:01 AM August 19, 2016.

If the contractor fails to complete all work and coordination measures necessary on Racine Road, 9<sup>th</sup> Street and 12<sup>th</sup> Street, including grading, pavement, curb and gutter, signals, pavement marking, signing and all incidentals necessary to open Racine Road and 9<sup>th</sup> Street intersection from 9<sup>th</sup> Street to the south and the Racine Road and 12<sup>th</sup> Street intersection from 12<sup>th</sup> Street to the north as shown for Stage 2 in the traffic control plans under this contract prior to 12:01 AM August 19, 2016, the department will assess the contractor \$1,500 in interim liquidated damages for each calendar day the work remains incomplete after 12:01 AM, August 19, 2016. 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 for the remainder of the contract.

Maintain all traffic, in its existing configuration, on Racine Street south of 9th Street, 9th Street, Racine Road north of 9th Street, and 12th Street through 11:59 PM June 10, 2016. The completion date for full opening of the 9th Street and Racine Street and 12th Street and Racine Road to traffic, as stipulated under this article prosecution and progress, is based upon an accelerated work schedule. The contractor shall employ the necessary forces to complete all work within the given timeframe. Any temporary traffic control measures required for mobilization or construction operations shall be approved by the engineer. These traffic control measures will be paid by the Mobilization bid item.

#### **Northern Long-eared Bats (*Myotis septentrionalis*)**

Northern Long-eared Bats (NLEB) have the potential to inhabit the project limits because they roost in trees and structures (bridges, culverts, buildings). Roosts may not have been observed on this project, but conditions to support the species exist. The species and all active roosts are protected by the Federal Endangered Species Act.

The department has contracted with others to cut all trees for this project prior to construction. Remove the downed trees and grub the stumps and any remaining vegetation within the identified grubbing limits.

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

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

## **2.2 Bar Chart Progress Schedule.**

Complete a Bar Chart Progress Schedule according to standard spec 108.4 and herein provided:

*Replace standard spec 108.4.2.2 with the following:*

### **Weekly Progress Meetings and Bar Chart Progress Updates**

The contractor and the engineer shall meet weekly to assess progress schedule and jointly update information to the initial schedule. At a minimum, updates will include the actual start and finish of each activity, percentage complete, and remaining durations of activities started but not yet completed.

At each weekly progress meeting, submit a Three-Week Look-Ahead Schedule. The Three-Week Look-Ahead schedules can be hand drawn or generated by computer. With each Three-Week Look-Ahead include:

1. Activities underway and as-built dates for the past week.
2. Planned work for the upcoming two-week period.
3. Include in the Three-Week Look-Ahead schedule the activities underway and critical RFIs and submittals, based on the schedule. The Three-Week Look-Ahead may also include details on other activities not individually represented in the schedule.
4. On a weekly basis, the department and the contractor shall agree on the as-built dates depicted in the Three-Week Look-Ahead schedule or document any disagreements. Use the as-built dates from the Three-Week Look-Ahead schedules for the month when updating the schedule.

*Replace standard spec 108.4.2.5 with the following:*

### **Bar Chart Progress Schedule Measurement and Payment**

Include the cost for the schedule, weekly progress meetings, and Three-Week Look-Ahead schedules in the total bid. The schedule, weekly progress meetings, and Three-Week Look-Ahead schedules are incidental to the contract.

## **3. Meetings.**

### **3.1 Timely Decision Making Manual.**

Use the Timely Decision Making Manual (TDM) on this contract. Coordinate with the department to modify the various published tools as necessary to meet the particular project needs and determine how to implement those tools under the contract. Ensure the full



participation of the contractor and its principal subcontractors throughout the term of the contract.

Forms and associated guidance are published in the TDM available at the department's Highway Construction Contract Information (HCCI) web site at:  
Timely Decision Making Manual (TDM)

105-005 (20151210)

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

Every Wednesday by 10:00 AM, submit a detailed proposed 2-week look-ahead traffic closure schedule to the engineer. Type the detailed proposed 2-week look-ahead closure schedule into an excel spreadsheet provided by the engineer. Enter information such as closure dates, duration, work causing the closure and detours to be used. Also enter information such as ongoing long-term closures, emergency contacts and general 2-month look-ahead closure information into the excel spreadsheet.

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

Obtain approval from the engineer for any mid-week changes to the closure schedule. Revise the 2-week look-ahead as required and obtain engineer approval.  
(NER441-20141017)

### **3.3 Coordination with Businesses.**

The contractor shall arrange and conduct meetings between the department, local officials and business people to discuss the project schedule of operations including vehicular and pedestrian access during construction operations. The first meeting shall be held prior to the start of work under this contract and as needed or directed by the engineer.  
(NER441-20141017)

## **4. Alternate Dispute Resolution (Vacant)**

## **5. Insurance.**

### **5.1 Railroad Insurance and Coordination.**

#### **A Description**

Comply with standard spec 107.17 for all work affecting Wisconsin Central Ltd. property and any existing tracks.

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

In addition to standard spec 107.26, provide railroad protective liability insurance coverage as specified in standard spec 107.17.3. Insurance is filed in the name of Wisconsin Central Ltd. (d.b.a. Canadian National).

Notify evidence of the required coverage, and duration to Jackie Macewicz, Manager Public Works at 1625 Depot St., Stevens Point, WI, 54481. Include the following information on the insurance document:

Project: 1517-75-76

Route Name: USH 10, STH 441 and Racine Road Interchange

Crossing ID: 693752L, 693753T, and 693749D

Railroad Subdivision: Manitowoc Subdivision, Banta Spur

Railroad Milepost: 186.62, 186.66, and 186.74

### **A.2 Work by Railroad**

The railroad will perform the work described in this section, except for work described in other special provisions and will be accomplished without cost to the contractor.

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

Contact Jackie Macewicz, Manager Public Works, 1625 Depot St., Stevens Point, WI, 54481; TELEPHONE (715) 345-2503; FAX (715) 345-2534; email [jackie.macewicz@cn.ca](mailto:jackie.macewicz@cn.ca) for consultation on railroad requirements during construction.

Contact Mary Ellen Carmody, Audit Officer, Administration Service Center, 24002 Vreeland Road, Flat Rock, MI 48134, Pontiac, MI 48340; TELEPHONE (734) 783-4533; (no FAX number); email [maryellen.carmody@cn.ca](mailto:maryellen.carmody@cn.ca) for flagging arrangements. Advise Ms. Carmody that the flagging services are to be billed at the rate for a public highway project.

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

### **A.4 Temporary Grade Crossing**

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

### **A.5 Train Operation**

Approximately six through freight trains operate weekly through the construction site. Through freight trains operate at up to 10 mph.

107-026 (20130615)

## **6. Environmental.**

### **6.1 Environmental Protection.**

*Supplement standard spec 107.18 follows:*

#### **Wetlands**

Do not disturb nor store materials or topsoil within the nearby wetlands as shown on the erosion control sheets unless areas are designated to be filled or impacted as permitted in the project's U.S. Army Corps of Engineers Section 404 Permit. The work area shall be separated from the wetlands by silt fence, as shown on the plans, to avoid siltation and inadvertent fill into the wetland areas.  
(NER441-20150117)

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

The department obtained the 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 Scott Ebel at (920) 492-2240.

### **6.3 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.

107-055 (20130615)

## **7. Traffic and Restrictions to Work.**

### **7.1 Traffic.**

#### **Traffic Control Meeting**

Conduct a traffic control meeting prior to:

1. Initial traffic control set up.
2. Intermediate traffic switches.
3. Reopening of the roadway to traffic.

Notify Susan Paulus, (414) 460-3409; seven business days prior to setting up the meeting.  
(NER441-20141017)

#### **Portable Changeable Message Signs – Message Prior Approval**

After coordinating with department construction field staff, notify Susan Paulus at (414) 460-3409, three business days prior to deploying or changing a message on a PCMS to obtain approval of the proposed message.

(NER441-20141017)

#### **Traffic Impact Response Time Credit**

Provide a preferred method of notification and a designated person that is available 24 hours per day, 7 days per week, to respond to any event that impacts the free flow of traffic during non-working hours. The designated person shall respond within 2 hours of

being notified by the engineer. Notification is defined as the first phone call/voice message, text message or e-mail. Impacts to traffic may include, but are not limited to, temporary barrier wall that has been moved from its original position, water ponding on the travel lanes, or temporary pavement deterioration. The contractor designated person needs to be able to promptly address the issues impacting traffic once notified by the engineer.

Failure to respond onsite and start implementation of corrective actions within 2 hours will result in the department issuing a deduction of \$500 per hour at the start of the third hour beyond the initial notification by the engineer. The department will administer the deduction for the road, or portion thereof, not being open to traffic under the Failing to Open Road to Traffic administrative item.

### **Opening Roundabouts**

Do not open the roundabout along Racine Road at the end of Stage 2 to traffic until the roundabout is completed including lighting, signing, pavement marking and all finishing items.

(NER441-20141017)

### **Private Driveways**

Maintain access to all business driveways and private residence driveways on a minimum of crushed aggregate base course surface at all times except as follows. Close driveways for a maximum of 7 calendar days due to roadway concrete paving. Close driveways for a maximum of 7 calendar days for grading and placement of base aggregate and concrete paving for each driveway (includes placement of storm sewer pipes). Notify each business and/or each residence on the property a minimum of 7 days prior to any driveway closures. A business with multiple driveways shall have one driveway open at all times.

(NER441-20141017)

### **Traffic Control Changes**

Submit any traffic control change request to the engineer at least 72 hours prior to an actual traffic control change. A request does not constitute approval.

### **Closures**

During Stage 1, Racine Road will be closed to through traffic from 8<sup>th</sup> Street to W. Airport Road, 9<sup>th</sup> Street will be closed from Happy Valley Drive to Warsaw Street, 12<sup>th</sup> Street will be closed from Appleton Street to Racine Road, and the Connector will be closed from the Racine Interchange to Racine Road.

During Stage 2, Racine Road will be closed between 9<sup>th</sup> Street and 12<sup>th</sup> Street and the Connector will be closed from the Racine Interchange to Racine Road. The 9<sup>th</sup> Street and 12<sup>th</sup> Street intersections will be open to traffic.

Prior to any closure of Racine Road, 12<sup>th</sup> Street, or 9<sup>th</sup> Street, place portable changeable message signs at engineer approved locations 7 days in advance of closure for advance notification purposes.

**Construction Access**

Racine Road interchange with US 10 / STH 441 will be closed as part of adjacent project 1517-75-75. Utilize the Midway Road interchange with US 10 / STH 441 for construction access via Racine Road.

**Local Street Work Restrictions**

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

Keep sidewalks open unless otherwise shown on the plans or as approved by the engineer. Maintain pedestrian access to adjacent properties, businesses, schools, and at bus stops or provide where necessary, as directed by the engineer. Protect pedestrians from falling debris at all times when sidewalks are open.

Provide adequate temporary sidewalk and bridging between the curb and right-of-way line over freshly paved concrete or other obstructions in the sidewalk area, as directed by the engineer.

Construct temporary sidewalk surfaces with a minimum of 2 inches of asphaltic surface temporary a minimum of 4-feet wide. Compact the surface of temporary sidewalks until smooth and capable of supporting a wheelchair. The separate payment for the construction of temporary sidewalks including materials, labor, removal and restoration, will not be made by the department but will be considered included in other bid items of work unless otherwise shown on the plans.

Inform property owners and tenants at least 7 days prior to removing a driveway approach that serves that property. Schedule sidewalk and driveway approach removal and replacement so that the time lapse between removal and replacement is minimal.

Do not close residential approaches or remove from service without sufficient notice given to the occupants of the premises to remove their vehicles prior to driveway removal or closing of the driveway approach access. If necessary, make other access arrangements, agreed to in writing and signed by the contractor and the property owner serviced by the driveway. Obtain approval from the engineer prior to alternating construction sequencing. (NER441-20150117)

**7.2 Holiday and Other Work Restrictions.**

Do not perform work on, nor haul materials of any kind along or across any portion of the highway carrying USH 41, USH 10/STH 441 and System Interchange ramp 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:

- Maintain two lanes of traffic in each direction at all times on USH 10 / STH 441, except for short-term lane closures;
- Green Bay Packer home games and Packer Family Scrimmage: From five hours prior to game until five hours after the game for USH 41 and USH 10/WIS 441 and system ramps in all directions;
- From noon Friday, July 1, 2016 to 6:00 AM Tuesday, July 5, 2016, for Independence Day;
- From noon Friday, September 2, 2016 to 6:00 AM Tuesday, September 6, 2016 for Labor Day;

Prior to preparing bids, verify the dates of each festival, game, or event listed to obtain current dates for work restrictions.

(NER441-20150117)

### **7.3 Hauling Restrictions.**

Do not haul materials of any kind on any local roads without approval of the local Maintaining Authority and the department. Provide any proposals to haul on local roads with a written agreement between the contractor and the respective Maintaining Authority. Submit a letter to the department from the Maintaining Authority in agreement to the hauling prior to hauling. Contact the respective Maintaining Authority prior to bidding for approval of haul routes.

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

This provision does not reduce or eliminate the contractor responsibility from restoring local roads under the item maintenance and repair of haul roads.

### **7.4 Public Convenience and Safety.**

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

The Municipality agrees to waive any noise ordinances/restrictions pertaining to the construction of the WIS 441 Project, for the duration of the WIS 441 Project, with the following exceptions:

- Do not perform any demolition work with hydraulic excavator mounted hammers between 10:00 PM and 7:00 AM.

*Delete standard spec 107.8 (4) and replace with the following:*

Notify the following organizations and departments at least 72 hours before road closures or detours are put into effect:

Wisconsin State Patrol	(920) 929-3700
Winnebago County Sheriff's Department	(920) 236-7334
Town of Menasha Fire Department	(920) 720-7125
Town of Menasha Police Department	(920) 720-7109
Menasha School District	(920) 967-1400

The Winnebago County Sheriff's Department 911 dispatches all area police, fire and ambulance services, and will relay any notification given by the contractor in the event of an emergency.

(NER441-20141017)

## **7.5 Traffic Control.**

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

Submit to engineer for approval a detailed traffic control plan for any changes to the proposed traffic control detail as shown on the plans. Submit this plan ten days prior to the preconstruction conference.

Provide 24 hours-a-day availability of equipment and forces to expeditiously restore lights, signs, or other traffic control devices that are damaged or disturbed. The cost to maintain and restore the above items shall be considered incidental to the item as bid and no additional payment will be made therefore.

Supply the name and telephone number of a local contact person for traffic control repair before starting work.

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

The turning of traffic control devices when not in use to obscure the message will not be allowed under this contract.

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

Cover existing signs which conflict with traffic control as directed by the engineer.

Conduct operations in such a manner that causes the least interference and inconvenience to the free flow of vehicles on the roadways. This includes the following:



- a. Do not park or store any vehicle, piece of equipment, or construction materials on the right-of-way without approval of the engineer.
- b. All construction vehicles and equipment entering or leaving live traffic lanes shall yield to through traffic.
- c. Equip all vehicles and equipment entering or leaving the live traffic lanes with a hazard identification beam (flashing yellow signal) capable of being visible on a sunny day when viewed without the sun directly on or behind the device from a distance of 1000 feet. Activate the beam when merging into or exiting a live traffic lane.
- d. Provide a minimum seven working day notice to the business management personnel prior to entering or working within the TLE area.

Do not disturb, remove or obliterate any traffic control signs, advisory signs, shoulder delineators or beam guard in place along the traveled roadways without the approval of the engineer. Immediately repair or replace any damage done to the above during the construction operations at contractor expense.

The traffic requirements are subject to change at the direction of the engineer in the event of an emergency.  
(NER441-20141017)

## **8. Utilities and Railroads.**

### **8.1 Utilities.**

- (1) This contract comes under the provision of Administrative Rule Trans 220. 107-065 (20080501)
- (2) There are utility facilities within the construction limits of this project. Additional detailed information regarding the location of discontinued, relocated, and/or removed utility facilities is available in the work plan provided by each utility company or on the permits issued to them. View these documents at the Regional Office during normal working hours.
- (3) Work around or remove and dispose of any discontinued utility conduits, cables, and pipes encountered during excavation. Any removal and disposal shall be incidental to common excavation, unless specified otherwise in this contract as a separate bid item.
- (4) When interpreting the term “working days” within the “Utilities” article of these special provisions (and only within this article), use the definition provided in Trans 220.03(20) of the Wisconsin Administrative Code rather than the definition provided in Standard spec 101.3.
- (5) Some of the utility work described below is dependent on prior work being performed by the contractor at a specific site. In such situations, provide a good faith notice to both the engineer and the affected utility of when the utility is to start work at the site. Unless specified otherwise in this article, provide this notice 14 to 16 calendar days in

advance of when you anticipate the prior work being completed and provide a confirmation notice to the engineer and the utility 3 to 5 working days before the site will be ready for the utility to begin its work.

- (6) **AT&T Wisconsin** has underground and overhead **communication** facilities throughout construction limits. Prior to construction, AT&T will transfer their aerial facilities to new Menasha Utilities poles and discontinue in place underground cables from approximately Station 16+05 RNB RT to Station 20+15 RNB RT. No conflicts are anticipated.
- (7) **Menasha Utilities** has overhead **electric** facilities along the south side of Ninth Street. Prior to construction, these facilities will be moved approximately 2' south. No conflicts are anticipated.
- (8) Menasha Utilities has overhead facilities from approximately Station 12+50 RNB RT to 16+50RNB RT. Prior to construction Menasha Utilities plans to relocate poles at approximately Station 12+75RNB RT and Station 14+00 RNB RT to outside of the proposed drive ways and remove the pole at approximately Station 16+50 RNB RT. No conflicts are anticipated.
- (9) Menasha Utilities has underground electric facilities from approximately Station 16+25 RNB LT to Station 25+25RNB RT. Prior to construction Menasha Utilities plans to discontinue in place the facility from approximately Station 17+50 RNB LT to Station 25+25 RNB RT. Menasha Utilities also will bore a crossing at approximately Station 17+50 RNB. No conflicts are anticipated.
- (10) **Menasha Utilities** has **water** facilities along the south side of Ninth Street. Prior to construction Menasha Utilities plans replace the facility to avoid the storm sewer. No conflicts are anticipated.
- (11) During construction Menasha Utilities will adjust water valves and hydrants to final grade. Notify Menasha Utilities per Trans. 200.05(10) prior to paving or rough grading around their facilities. Menasha Utilities anticipates this work will take approximately ½ day per location.
- (12) **TDS Metrocom** has overhead **communication** facilities along Racine Road from south of the project limits to approximately Station 16+50 RNB LT. Prior to construction, TDS plans to remove this facility. No conflicts are anticipated.
- (13) TDS has overhead facilities along Warsaw Street, continuing along the right of Racine Road from to north of the project limits. No conflicts are anticipated.
- (14) TDS has underground communication facilities crossings Racine Road at approximately 12+65 RNB and continuing along the right side of Racine Road to the intersection of Racine Road and Ninth Street. The facility then continues along the right side of Ninth Street to east of the project limits. Notify TDS 7 Days prior to excavating for storm sewer in this area. If needed TDS can lower this line. TDS anticipates this work will take approximately ½ day.

- (15) **Time Warner Cable** has underground **communication** facilities from approximately Station 14+00 NS LT to the intersection of Racine and Ninth Street. The facility continues along the west side of the existing Racine Road to approximately Station 22+00 RNB RT. Prior to construction Time Warner Cable plans to bore a new facility from approximately Station 14+00 NS LT to the intersection of Racine and Ninth Street continuing to along Racine Road to approximately Station 17+50 RNB LT. The facility will then cross Racine Road and terminate at a pedestal. No conflicts are anticipated.
- (16) Time Warner Cable has overhead facilities attached to WE Energies Poles, crossing Racine Road from north of the project limits to approximately Station 30+00 RNB RT where it crosses Racine Road. No conflicts are anticipated.
- (17) **Town of Menasha Utility District** has **sewer** facilities throughout construction limits and manholes will be adjusted to final grade as part of this contract.
- (18) Prior to construction, the Town of Menasha Utility District plans to discontinue sewer facilities on Giesen Street in place. No conflicts are anticipated
- (19) **Town of Menasha Utility District** has **water** facilities throughout construction limits and valves and curb stops will be adjusted to final grade as part of this contract.
- (20) Prior to construction, the Town of Menasha Utility District plans to discontinue water facilities on Giesen Street in place. No conflicts are anticipated
- (21) Prior to Construction, the Town of Menasha Utility District plans to relocate a hydrant at approximately Station 17+60 RNB LT to the center of the proposed terrace. No conflicts are anticipated.
- (22) Prior to Construction, the Town of Menasha Utility District plans to lower the water main crossing the proposed storm sewer from MH 109 to Inlet 108. No conflicts are anticipated.
- (23) **WE Energies** has overhead **electric** facilities along the right side of Racine Road from approximately Station 20+00 RNB RT to a north of the project limits the facility also crosses the proposed roundabout at approximately Station 25+60 RNB and Racine Road at Station 29+90 RNB.
- (24) Prior to construction, WE Energies plans to remove their poles at approximately Station 22+91 RSWC RT, 24+70 RSWC RT, 25+18 RNB LT and 25+38 RNB RT and bore a new facility approximately 10 feet deep near Station 23+80RNB. No conflicts are anticipated.
- (25) **WE Energies** has **gas** facilities throughout construction limits that were relocated in the summer of 2015. No conflicts are anticipated.
- (26) During construction, WE Energies plans to relocate the line crossing the SS from MH 410. Notify WE Energies per Trans 220.05(10) prior to excavation for storm sewer. WE Energies anticipates the work will take approximately 3 days.

(27) The following utilities have facilities within project limits, however no conflicts are anticipated:

- a. City of Menasha (Sewer)

## **8.2 Adjusting Sanitary Manhole Covers, Item SPV.0060.650.**

### **A Description**

This special provision describes adjusting sanitary manhole covers.

### **B Materials**

According to standard spec 611.2 and the “Manhole, Inlet, and Catch Basin Adjusting Rings” special provision article.

### **C Construction**

According to standard spec 611.3, the “Manhole, Inlet, and Catch Basin Adjusting Rings” special provision article, and as follows:

Remove and reinstall existing chimney seals, as necessary to adjust manhole cover.

### **D Measurement**

The department will measure Adjusting Sanitary Manhole Covers 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 NUMBER	DESCRIPTION	UNIT
SPV.0060.650	Adjusting Sanitary Manhole Covers	Each

Payment for Adjusting Sanitary Manhole Covers is full compensation for providing all required materials, exclusive of frames, grates, or lids; for removing, reinstalling and adjusting the covers, including removing and reinstalling the existing chimney seal.  
(NER441-20141017)

## **8.3 Adjusting Water Valves, Item SPV.0060.651.**

### **A Description**

Adjust water valve boxes to final pavement elevations, as shown in the plans and as hereinafter provided.

### **B Materials**

Utilize existing valve boxes where the required extent of adjustment allows. If additional sections are necessary, coordinate with the Town of Menasha Utility District and contact Jeff Roth at (920) 419-3866 to obtain required materials.

### **C Construction**

Prior to completion of paving operations, adjust the water valve boxes to match the final proposed grade. Excavate and expose the existing water main valve box to the depth needed to adjust the valve box to grade, add or remove extensions(s) as needed, and backfill with base aggregate material according to the requirements for the adjacent roadway base course construction.

Complete adjustments in such a manner to avoid any damage to the water valve boxes. Provide the Town of Menasha Utility District two working days advance notice prior to adjusting the valve boxes to finished grade.

### **D Measurement**

The department will measure Adjusting Water Valve as a unit of work for each valve box, acceptably adjusted according to the contract.

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.651	Adjusting Water Valve	Each

Payment is full compensation for adjusting each valve box; excavating as necessary to access the valve box; backfilling; repairing any damage done to the valve box during adjustment or as a result of construction operations under this contract; adding new sections if necessary.

## **8.4 Adjusting Water Curb Stop, Item SPV.0060.652.**

### **A Description**

Adjust existing water curb stop boxes to the correct plane and elevation to comply with proposed finished grades and as hereinafter provided.

### **B Materials**

Carbon steel, black iron 1-0" Schedule 40 pipe and couplers, ASME/ANSI B-36.

### **C Construction**

Adjust curb stop boxes by removing the top cover; lower by cutting and rethreading the male pipe threads, or raise by installing a pipe coupler and suitable length of new pipe. Reinstall the top cover. In locations where the adjustment to finished grade is minor, there may be enough available adjustment within the exiting arch pattern curb stop box base to raise or lower to finished grade.

The Town of Menasha Utility District will locate all curb stop boxes prior to construction. Provide a minimum of seven calendar days advance notice prior to the beginning of construction. Contact Jeff Roth at (920) 419-3866.

#### **D Measurement**

The department will measure Adjusting Water Curb Stop as each individual unit, acceptably completed.

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.652	Adjusting Water Curb Stop	Each

Payment is full compensation for furnishing all materials, excavating, granular backfill, and paving; disposing of surplus material; and for cleaning out and restoring the work site.

### **9. Clear – Demolition – Removal.**

#### **9.1 Grubbing.**

Complete work according to standard spec 201 and as herein provided.

*Revise standard spec 201.3 as follows:*

Burning of stumps, roots, brush, waste logs and limbs, timber tops, and debris resulting from grubbing is not allowed.

#### **9.2 Removing Sign Structure (S-70-13), Item SPV.0105.001.**

##### **A General**

This special provision describes removing the full sign support structure, removing the exposed portion of the footings below existing ground, covering the existing footing with top soil and seeding at the location shown on the plans, as directed by the engineer, and as hereinafter provided.

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

##### **C Construction**

Remove and dispose of existing sign structure and footings sign plaques according to standard spec 204.3.2.1.

Remove the existing steel truss work and the double column steel towers at each of the truss.

Remove the existing concrete footings and reinforcement to a minimum of 2' below the existing ground and according to standard spec 204.

Dispose of all truss and towers, and exposed portion of footing off the project site.

#### **D Measurement**

The department will measure Removing Sign Structure (S-70-13) as a single lump sum unit of work, acceptably removed according to the contract.

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.001	Removing Sign Structure (S-70-13)	LS

Payment is full compensation for disassembling, removing, properly disposing of materials not salvaged for pickup by state forces.

### **9.3 Remove and Salvage Existing Traffic Signals (Racine St and 9<sup>th</sup> St), Item SPV.0105.451; Remove and Salvage Existing Traffic Signals (Racine Rd and Connectors), Item SPV.0105.452.**

#### **A Description**

This special provision describes the removal and salvage of existing City of Menasha owned traffic signals at the intersections of Racine St and 9<sup>th</sup> S and Racine Rd and Connectors.

#### **B Materials**

The traffic signal equipment identified on the plans for removal and salvage are owned by the City of Menasha. These items include:

1. Traffic Signal Poles
2. Traffic Signal Heads
3. Traffic Signal Cabinet
4. Traffic Signal Controller

City owned equipment shall be stockpiled on-site for pick-up and removal by City of Menasha Public Works personnel.

#### **C Construction**

Arrange for the de-energizing of the traffic signals with Tim Montour, (920)-967-3612, City of Menasha Engineering Supervisor after receiving approval from the engineer that the existing traffic signals can be removed.

The existing traffic signal equipment shall be disconnected from the concrete bases and carefully stockpiled on-site. All signal heads and luminaires should remain attached to the standard, pole, or respective mast arm. The contractor shall conduct operations in such a manner to prevent any damage to the traffic signal equipment. The contractor shall replace or repair any equipment that was damaged during this removal and transportation operation. Notify Tim Montour, (920)-967-3612, City of Menasha Engineering Supervisor three business days prior to the removal of the signal equipment to schedule the pick-up.

**D Measurement**

The department will measure Remove and Salvage Existing Traffic Signals (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.0105.451	Remove and Salvage Existing Traffic Signals (Racine St and 9 <sup>th</sup> St)	LS
SPV.0105.452	Remove and Salvage Existing Traffic Signals (Racine Rd and Connectors)	LS

Payment is full compensation for removal and disassembly of the traffic signals; for scrapping some materials; for disposing of scrap material; and for stockpiling salvaged equipment on-site.

**9.4 Remove and Deliver Existing Ramp Gate, Item SPV.0060.400.****A Description**

This special provision describes removing existing ramp gates according to the pertinent provisions of standard spec 204 and as hereinafter provided. Furnishing, installing, and constructing new ramp gates shall be paid for separately.

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

Arrange for the de-energizing of the ramp gates with the local electrical utility after receiving approval from the engineer that the existing ramp gate items can be removed.

Notify the department at least five working days prior to the removal of the ramp gate items. Complete the removal work as soon as possible following shut down of this equipment.

Remove identified standards and poles per plan from their concrete footings and disassemble out of traffic. Remove the identified bases from each gate. Remove the identified poles, arms, solar components, controller cabinets, hardware, flashers, and wiring/cabling from each ramp gate installation. Ensure that all access hand hole doors and all associated hardware remain intact. Properly dispose of the underground cable, internal wires, and fiber optic cable. Deliver the remaining materials to the WisDOT NE Region, 944 Vanderperren Way, Green Bay, WI 54304. Contact the department at least five working days prior to delivery to make arrangements.

**D Measurement**

The department will measure Remove and Deliver Existing Ramp Gate as each individual installation removed and delivered to the department, acceptably completed.



**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.400	Remove and Deliver Existing Ramp Gate	Each

Payment is full compensation for removing, disassembling ramp gates, scrapping of some materials, disposing of scrap material, for delivering the requested materials to the department, and incidentals necessary to complete the contract work.

**9.5 Removing Sand Barrels, Item 204.9105.S.001.****A Description**

This special provision describes Removing Sand Barrels according to the pertinent provisions of standard spec 204 and as hereinafter provided.

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

The department will measure Removing Sand Barrels as a single lump sum unit, acceptably completed.

**E Payment**

*Add the following to standard spec 204.5:*

ITEM NUMBER	DESCRIPTION	UNIT
204.9105.S.001	Removing Sand Barrels	LS

204-025 (20150630)

**10. Earthwork.****10.1 Preparing the Foundation.**

*Add the following to standard spec 211.3.1:*

Plan construction activities so the earth subgrade is covered by the roadway base in a timely manner upon completion of preparation of the subgrade or as directed by the engineer. The contractor is responsible for the removal of any excess water from the subgrade as a result of rainfall events, natural drainage and construction induced drainage.  
(NER441-20150117)

## **11. Bases, Subbases and Pavements.**

### **11.1 Backfill Coarse Aggregate Size No 1, Item 209.0300.S.001.**

#### **A Description**

This special provision describes furnishing and placing coarse aggregate backfill as shown on the plans and as hereinafter provided.

#### **B Materials**

Provide clean concrete aggregate graded according to the requirements as specified under standard spec 501.2.5.4.4. The soundness and wear requirements are deleted from this material.

#### **C Construction**

Construct the coarse aggregates according to standard spec 209.3.

#### **D Measurement**

The department will measure Backfill Coarse Aggregate Size No 1 in volume by the cubic yard in the vehicle.

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
209.0300.S.001	Backfill Coarse Aggregate Size No. 1	CY

Payment is full compensation for furnishing and installing the aggregate.  
209-030 (20030820)

### **11.2 Aggregate Quality Testing for Modified High-Performance Concrete (HPC) Mixes.**

#### **A Description**

- (1) This provision describes additional requirements for testing the quality of coarse aggregates being used in modified high-performance concrete mixes for structures and pavements.
- (2) Conform to the standard specifications and modified high-performance concrete provisions contained within the contract, as modified in this provision.

#### **B Materials**

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

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

## **B.2 Laboratory**

- (1) Perform testing at a department-qualified laboratory. Obtain information on the Wisconsin laboratory qualification program from:  
Materials Management Section  
3502 Kinsman Blvd.  
Madison, Wisconsin 53704  
Telephone: (608) 246-5388  
<http://www.dot.state.wi.us/business/engrserv/lab-qualification.htm>

## **B.3 Equipment**

- (1) Furnish the necessary equipment and supplies for performing quality control testing. 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.

## **B.4 Records**

- (1) Document all observations, inspection records, and test results. Submit testing records to the engineer.

## **B.5 Contractor Testing**

- (1) Perform all quality control tests necessary to control the production processes applicable to this special provision. Use the test methods identified below, or other methods the engineer approves, to perform the following tests:

LA Wear (100 and 500 revolutions) .....	AASHTO T 96
Sodium Sulfate Soundness (R-4, 5 cycles) .....	AASHTO T 104
Freeze-Thaw Soundness .....	AASHTO T 103
Chert <sup>[1]</sup> .....	AASHTO T 113

<sup>[1]</sup>Material classified lithologically as chert and having a bulk specific gravity (saturated surface-dry basis) of less than 2.45. Determine the percentage of chert by dividing the weight of chert in the sample retained on the 3/8-inch sieve by the weight of the total sample.

- (2) The department may periodically observe contractor sampling and testing, and direct additional contractor sampling and testing for department evaluation. Ensure that all test results are available for the engineer's review at any time during normal working hours.
- (3) In addition to the requirements of standard spec 106.3.4.2.2, perform tests for LA wear, sodium sulfate soundness, freeze-thaw soundness and chert at least once per calendar year when producing coarse aggregates for use in modified high-performance concrete mixes.
- (4) Randomly test the percentage of chert at least once per 10,000 tons during production of coarse aggregates to be used in modified high-performance concrete mixes.

## **B.6 Department Testing**

- (1) The department will have a HTCP certified technician, or ACT working under a certified technician, perform verification testing. The department will sample randomly at locations independent of the contractor's QC work. In all cases, the department will conduct the verification tests with separate personnel and equipment from the contractor's QC tests. The department will perform verification testing of chert at a frequency of 10 percent of the random quality control tests or a minimum of once per project, or at greater frequency if determined to be necessary by the engineer.

## **C (Vacant)**

## **D (Vacant)**

## **E Payment**

- (1) Costs for all sampling, testing, and documentation required under this special provision are incidental to the work. If the contractor fails to perform the work required under this special provision, the department may reduce the contractor's pay.  
(NER441-20141217)

## **11.3 Breaker Run.**

*Replace standard spec 311.3 (1) with the following:*

Place breaker run where the plans show or as the engineer directs. The contractor may substitute select crushed material conforming to 312.2 for breaker run.  
(NER441-20141017)

## **12. 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 under the Aggregate Detours, Salvaged Asphaltic Pavement Base, Breaker Run, Select Crushed, Pit Run, Subbase, or Riprap bid items.

- (4) Provide and maintain a quality control program, defined as all activities related to and documentation of the following:
  1. Production and placement control and inspection.
  2. Material sampling and testing.
- (5) Chapter 8 of the department's construction and materials manual (CMM) provides additional detailed guidance for QMP work and describes required sampling and testing procedures. The contractor may obtain the CMM from the department's web site at: <http://wisconsindot.gov/Pages/doing-bus/eng-consultants/cnslt-rsrcs/rdwy/default.aspx>

## **A.2 Contractor Testing for Small Quantities**

- (1) The department defines a small quantity, for each individual Base Aggregate bid item, as a plan 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:
  1. The contractor need not submit a full quality control plan but shall provide an organizational chart to the engineer including names, telephone numbers, and current certifications of all persons involved in the quality control program for material under affected bid items.
  2. Divide the aggregate into uniformly sized sublots for testing as follows:

<b>Plan Quantity</b>	<b>Minimum Required Testing</b>
$\leq 1500$ tons	One test from production, load-out, or placement at the contractor's option <sup>[1]</sup>
$> 1500$ tons and $\leq 6000$ tons	Two tests of the same type, either from production, load-out, or placement at the contractor's option <sup>[1]</sup>
$> 6000$ tons and $\leq 9000$ tons	Three placement tests <sup>[2] [3]</sup>

- <sup>[1]</sup> If using production tests for acceptance, submit test results to the engineer for review prior to incorporating the material into the work. Production test results are valid for a period of 3 years.
- <sup>[2]</sup> For 3-inch material, obtain samples at load-out.
- <sup>[3]</sup> If the actual quantity overruns 9000 tons, create overrun sublots to test at a rate of one additional placement test for each 3000 tons, or fraction of 3000 tons, of overrun.
3. No control charts are required. 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. Department verification testing is optional for quantities of 6000 tons or less.
- (3) 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.

## **B Materials**

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

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

### **B.2 Personnel**

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

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

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

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

### **B.3 Laboratory**

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

Materials Management Section

3502 Kinsman Blvd.

Madison, WI 53704

Telephone: (608) 246-5388

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

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

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

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

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

- (1) Document all placement observations, inspection records, and control adjustments daily in a permanent field record. Also include all test results in the project records. Provide test results to the engineer within 6 hours after obtaining a sample. For 3-inch base, extend this 6-hour limit to 24 hours. 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 6 hours after obtaining a sample. For 3-inch base, extend this 6-hour limit to 24 hours. 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 tests, include only QC 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) Test gradation once per 3000 tons of material placed. Determine random sample locations and provide those sample locations to the engineer. Obtain samples after the material has been bladed, mixed, and shaped but before compacting; except collect 3-inch samples 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.
- (3) Split each contractor QC sample and identify it according to CMM 8.30. Retain the split for 7 calendar days in a dry, protected location. If requested for department comparison testing, deliver the split to the engineer within one business day.
- (4) The engineer may require additional sampling and testing to evaluate suspect material or the technician's sampling and testing procedures.
- (5) 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.
- (6) 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 4 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 4 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. One non-random test on the first day of placement.
  2. At least one random test per 30,000 tons, or fraction of 30,000 tons, placed.
- (3) The department will sample randomly, at locations independent of the contractor's QC work, collecting one sample at each QV location. The department will collect QV samples after the material has been bladed, mixed, and shaped but before compacting; except, for 3-inch aggregates, the department will collect samples from the stockpile 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 by 10 percent of the contract price 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.

301-010 (20151210)

## **12.1 Concrete Pavement Joint Layout, Item SPV.0105.003.**

**A Description**

This special provision describes designing the joint layout and staking the location of all joints on the project, including mainline and intersections (traditional and roundabouts) to accommodate the concrete paving operation.

**B (Vacant)**

**C Construction**

Design the joint layout and stake the location of all joints on the project, including mainline and intersections (traditional and roundabouts), to accommodate the concrete paving operation. Plan and set all points necessary to establish the horizontal position of the transverse and longitudinal joints in the concrete pavement according to the plans, the American Concrete Pavement Association Intersection Joint Layout Guidelines, and as directed by the engineer. Establish the joint layout in a manner to best-fit field conditions, construction staging, the plan, and as directed by the engineer.

**D Measurement**

The department will measure Concrete Pavement Joint Layout, completed according to the contract and accepted, as a single complete unit of work.

## **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.003	Concrete Pavement Joint Layout	LS

Payment is full compensation for designing the joint layout on the mainline and all traditional and roundabout intersections; for completing all surveying work necessary to locate all transverse and longitudinal joints; for making adjustments to match field conditions and construction staging; and for furnishing all labor, tools, stakes, flags, equipment, and incidentals necessary to complete the contract work.

(NER441-20141017)

## **12.2 Modified High Performance Concrete (HPC) Pavement 10-Inch, Item SPV.0180.003.**

This special provision describes specialized material and construction requirements to be utilized on all concrete pavement and shoulders. Conform to standard spec 415 and 501, as modified in this special provision. Conform to standard spec 715 for QMP, as modified in this special provision.

### ***MODIFY STANDARD SPEC 415 AS FOLLOWS:***

#### **415.5.1 General**

*Replace standard spec 415.5.1(1) with the following:*

The department will pay for plan quantities at the contract unit price and incidentals necessary to complete the work under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0180.003	Modified High Performance Concrete (HPC) Pavement 10-Inch	SY

### ***MODIFY STANDARD SPEC 501 AS FOLLOWS:***

#### **501.2.5.4.1 General**

*Replace the entire text with the following:*

- (1) Use clean, hard, durable crushed limestone with 100% fractured surfaces and free of an excess of thin or elongated pieces, frozen lumps, vegetation, deleterious substances or adherent coatings considered injurious.
- (2) Use virgin aggregates only.

#### **501.2.5.4.2 Deleterious Substances**

*Replace standard spec 501.2.5.4.2(1) with the following:*

- (1) The amount of deleterious substances must not exceed the following percentages:
- | DELETERIOUS SUBSTANCE                               | PERCENT BY WEIGHT |
|---|-------------------|
| Shale.....  | 1.0               |
| Coal.....   | 1.0               |
| Clay lumps .....                                    | 0.3               |
| Soft fragments.....                                 | 5.0               |
| Any combination of above.....                       | 5.0               |
| Flat or elongated pieces based on a 3:1 ratio ..... | 15.0              |
| Materials passing the No. 200 sieve .....           | 1.5               |
| Chert.....  | 3.0               |

#### **501.2.5.4.3 Physical Properties**

*Replace standard spec 501.2.5.4.3(1) with the following:*

- (1) The percent wear shall not exceed 30, the weighted soundness loss shall not exceed 6 percent, and the weighted freeze-thaw average loss shall not exceed 15 percent.

#### **501.3.5.1 General**

*Replace standard spec 501.3.5.1(1) with the following:*

- (1) Use central-mixed concrete as defined in standard spec 501.3.5.1(2) for all work under this special provision.

#### **501.3.8.2.1 General**

*Replace the entire text with the following:*

- (1) The contractor is responsible for the quality of the concrete placed in hot weather. For concrete placed under this special provision, submit a written temperature control plan at or before the pre-pour meeting. In that plan, outline the actions the contractor will take to control concrete temperature if the concrete temperature at the point of placement exceeds 80 F. Do not place concrete under the items in this special provision without the engineer's written acceptance of that temperature control plan. Perform work as outlined in the temperature control plan.

If the concrete temperature at the point of placement exceeds 90 F, do not place concrete under this special provision.

Notify the engineer whenever conditions exist that might cause the concrete temperature at the point of placement to exceed 80 F. If project information is not available, the contractor should obtain information from similar mixes placed for other nearby work.

### **501.5 Payment**

*Replace standard spec 501.5(3) with the following:*

- (3) Ice, additives, or other actions the contractor takes to control the temperature of concrete are incidental to this item.

*Add the following as standard spec 501.5(4):*

- (4) Water used to wet the base material is incidental to this item.

### **MODIFY STANDARD SPEC 715 AS FOLLOWS:**

#### **715.3.2.2.1 Pavement**

*Replace the entire section with:*

- (1) If a subplot strength is less than 3000 psi, the department may direct the contractor to core that subplot to determine its structural adequacy and whether to direct removal. Cut and test cores according to AASHTO T 24 and as where the engineer directs. Have an HTCP certified PCC technician I perform or observe the coring.
- (2) The subplot pavement is conforming if the compressive strengths of all cores from the subplot are 3000 psi or greater or the engineer does not require coring.
- (3) The subplot pavement is nonconforming if the compressive strengths of any core from the subplot is less than 3000 psi. The department may direct removal and replacement or otherwise determine the final disposition of nonconforming material as specified in standard spec 106.5.

#### **715.5.1 General**

*Replace standard spec 715.5.1(4) with the following:*

- (4) The department will adjust pay for each lot using PWL of the 28-day subplot average strengths for that lot. The department will measure PWL relative to the lower specification limit of 4500 psi for pavements. The department will not pay a strength incentive for concrete that is nonconforming in another specified property.

#### **715.5.2 Pavements**

*Replace standard spec 715.5.2(3) with the following:*

- (3) For lots with a full battery of QC tests at less than 4 locations, there is no incentive but the department will assess a disincentive based on the individual subplot average strengths. The department will reduce pay for sublots with an average strength below 4500 psi by \$1.50 per square yard.

(NER441-20141217)

## 12.3 Cold Patch, Item SPV.0195.001.

### A Description

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

### B Materials

#### B.1 General

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

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

#### B.2 Gradations

Conform to the following gradation requirements:

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

### C Construction

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

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

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

### D Measurement

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

### E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0195.001	Cold Patch	TON



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

**13. Bridges (Vacant).**

**14. Retaining Walls, Ground Support.**

**14.1 Railing, Item SPV. 0090.007.**

**A Description**

This special provision describes work consisting of fabricating, painting, delivering and installing railings on top of the retaining wall located at Valley Muffler and Brake.

**B Materials**

**B.1 General**

Provide materials meeting the requirements as shown on the plans and the applicable sections of the standard specifications as follows:

- Painting: Standard spec 517.2 and 517.3

Prior to fabrication, blast clean steel per SSPC-SP 6 and galvanize steel according to ASTM A 123. Repair zinc coating damaged during fabrication as specified in standard spec 635.3.4. Grind the welded joints to a smooth finish where shown in the plans.

Steel preparation includes the chamfering of sharp edges. Flatten all sharp edges by a single pass of a grinder or suitable device along the sharp edge. Condition any thermal cut edges to be painted before blast cleaning by shallow grinding or other cleaning to remove any hardened surface layer. Remove all evident steel defects exposed in accordance with AASHTO M 160 prior to blast cleaning.

Epoxy paint coating system shall be in accordance with epoxy paint coating system for structural steel, as shown on the department's approved list.

**B.2 Painting**

Clean all galvanizing surfaces per SSPC-SP1 to remove, chlorides, sulfates zinc salts, oil, dirt, organic matter and other contaminants. The cleaned surface should then be Brush Blast Cleaned per SSPC-SP7 to create a slight angular surface profile (1.0 – 1.5 mils suggested) for adhesion. Blasting should not fracture the galvanized finish or remove any dry film thickness.

After cleaning, provide a tie coat from an approved coating system that is specifically intended to be used on a galvanized surface. The tie coat shall etch the galvanized rail and prepare the surface for the top coat. Apply a top coat matching the specified color. The tie

and top coats should be of contrasting colors. Use a pre-approved top coat that is resistant to the effects of the sun, and is suitable for use in a marine environment. The various decorative fence components shall be painted with the tie and top coats before final assembly of the fence panels. Care should be taken to not damage the painted surface during panel assembly or fence installation.

Use one of the qualified paint sources and products given below. An equivalent system may be used with the written approval of the engineer.

<b>Producer</b>	<b>Coat</b>	<b>Products</b>	<b>Dry Film Minimum Thickness (mils)</b>	<b>Minimum Time Between Coats (hours)</b>
Sherwin Williams 1051 Perimeter Drive, Suite 710 Schaumburg, IL 60173 847.330.1562	Tie	Recoatable Epoxy Primer B67-5 Series/B67V5	2.0 to 4.0	6
	Top	Acrolon 218 HS Polyurethane , B65-650	2.0 to 4.0	NA
Carboline 350 Hanley Industrial St. Louis, MO 63144 314.644.1000	Tie	Rustbond Penetrating Sealer FC	1	36
	Top	Carboline 133 LH	4	NA
Wasser Corporation 4118 B Place NW Suite B Auburn, WA 98001	Tie	MC-Ferrox B 100	3.0 to 5.0	8
	Top	MC-Luster 100	2.0 to 4.0	NA

## **B.2 Color**

Provide a finished color for the coating system for railing matching Federal Color 27038, semi-gloss black.

## **C Construction**

Provide shop drawings in accordance with the requirements of section 506.3.2 of the standard specifications. Shop drawings shall contain material sizes and types, weld sizes and locations, and all necessary details, dimensions, and information to allow fabrication of the fence in conformance with the requirements of the contract. Do not begin fabrication prior to shop drawing review and acceptance by the engineer.

During construction and at the time of delivery the engineer will inspect the railing sections for proper fabrication and painting. The delivery shall be unloaded on the site before the engineer will inspect and accept the product. After the product is unloaded, the installation contractor shall signify in writing that the railing was received in acceptable condition per

the engineer's inspection. Any damage to the railing after the acceptable delivery will be the responsibility of the installation contractor.

Complete all welding in accordance with the applicable requirements of section 506 of the standard specifications. No field welding, field cutting, or drilling will be permitted without the approval of the engineer.

Take special care during construction to minimize the number and size of touch-up spots. Follow the manufacturer's recommendations for damaged area repairs. The engineer will inspect the field paint appearance prior to final acceptance.

Provide the engineer with the name, address, and phone number of a representative of the railing fabricator for coordination.

During handling, protect finish coating from damage. If damaged during handling the railing may be rejected by the engineer or engineer may direct fabricator that the finish shall be repaired in accordance with the manufacturer's recommendations.

#### **D Measurement**

The department will measure Railing, by the linear foot, acceptably completed and in place.

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.007	Railing	LF

Payment for the Railing bid item is full compensation for providing, fabricating, transporting, and erecting the railing; for galvanizing and painting pipe railing; for providing and placing PVC pipe sleeves at post locations and filling with non-shrink grout after railing placement.

### **15. Drainage and Erosion Control.**

#### **15.1 Erosion Control.**

*Supplement standard spec 107.20 as follows:*

Perform construction operations in a timely and diligent manner, continuing all construction operations methodically from the initial topsoil stripping operation through the subsequent grading and finishing to minimize the period of exposure to erosion.

Immediately re-topsoil graded areas, as designated by the engineer, after grading is completed within those areas. Seed, fertilize, and mulch or erosion mat all topsoiled areas as per ECIP after placement of topsoil.

(NER441-20141017)

## **15.2 Maintaining Drainage.**

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

Use existing culvert pipes and existing drainage channels to maintain existing surface drainage.

(NER441-20150125)

## **15.3 Environmental Protection, Dewatering.**

*Supplement standard spec 107.18 as follows:*

If dewatering is required, treat the water to remove suspended sediments by filtration, settlement or other appropriate best management practice prior to discharge. The means and methods proposed to be used during construction shall be submitted for approval as part of the Erosion Control Implementation Plan for dewatering at each location it is required. The submittal shall also include the details of how the intake will be managed to not cause an increase in the background level turbidity prior to treatment and any additional erosion controls necessary to prevent sediments from reaching the project limits or wetlands and waterways. Guidance on dewatering can be found on the Wisconsin Department of Natural Resources website located in the Storm Water Construction Technical Standards, Dewatering Code #1061, "Dewatering". This document can be found at the WisDNR website: [http://dnr.wi.gov/topic/stormwater/standards/const\\_standards.html](http://dnr.wi.gov/topic/stormwater/standards/const_standards.html)

The cost of all work and materials associated with water treatment and/or dewatering is incidental to the bid items the work is associated.

(NER12-1010)

## **15.4 Storm Sewer Backfill.**

*Replace standard spec 607.3.5(1) with the following:*

- (1) Backfill all trenches and excavations immediately after completing sewer construction as shown in the storm sewer backfill construction details of the plans. Native material shall be selected material from excavation that is free from large lumps, clods, or rock. All other backfill material referenced in the storm sewer backfill construction details shall conform to the standard spec 209.

*Replace standard spec 607.5.1(1) with the following:*

- (1) Payment for the Storm Sewer Pipe bid items is full compensation for providing all materials, including all special Y's, mitered sections, elbows and connections required; for excavating and wasting excess material, except rock excavation; for providing and removing sheeting and shoring; for forming foundation; for laying pipe; for sealing joints and making connections to new or existing features; for providing granular

backfill material, native material, including bedding material; for backfilling; for cleaning out; and absent the pertinent contract bid items, for restoring the work site. (NER441-20150117)

## **15.5 Manhole, Inlet, and Catch Basin Adjusting Rings.**

Complete adjustment of manhole, catch basin, and inlet structures according to standard spec 611 and herein provided:

Adjustments of 4-inches or more in height shall be constructed using concrete grade rings. The height of the grade ring shall equal (to within an inch and not to exceed) the height of adjustment to minimize the number of joints in the chimney section. Multiple grade rings will not be allowed. Construct chimneys less than 4-inches in height using rubber adjustment riser rings. Grade rings 2-inches or less in thickness are not allowed.

Supply rubber adjustment riser rings for inlets located within the roundabout central island according to the department's Approved Product List.

*Replace standard spec 611.3.3(1) with the following:*

Set inlet cover on rubber adjustment riser ring. Use approved mastic adhesive between the ring and the inlet structure. Use an approved polyurethane adhesive with a flexible set between the ring and the inlet cover. Use two 5/16-inch beads of adhesive placed 1 inch and 2 inches in from the outside edge of the ring. If multiple adjustment rings are necessary, a maximum of two adjustment rings can be used. A maximum of 6 inch adjustment is allowed. Use polyurethane adhesive with a flexible set to join the two rings. If the adjustment rings must be cut, the joints must be staggered and a polyurethane adhesive used to reattach the cut ends. No concrete adjustment rings or mortar is to be placed between the top of the structure and the inlet cover.

(NER441-20141017)

## **15.6 Granular Backfill.**

*Replace standard spec 209.2.1(1) with the following:*

- (1) Furnish natural sand or a mixture of sand with gravel, crushed gravel or crushed stone.

*Replace standard spec 209.2.1(2) with the following:*

- (2) For backfill for trench excavation, use a maximum size of any gravel or stone so that 100 percent passes a 6-inch sieve, not less than 85 percent by weight passes a 3-inch sieve, and not less than 25 percent by weight passes a No. 4 sieve. For bedding under a culvert pipe, use granular backfill that consists substantially of sand with all particles retained on a one-inch sieve removed.

(NER14-0205)

## **15.7 Inlets 2x2.5-FT Special, Item SPV.0060.100.**

### **A Description**

Construct Inlet 2x2.5-FT Special as shown on the plans, or as directed by the engineer, and according to standard spec 611 and as hereinafter provided.

### **B Materials**

Materials shall be according to standard spec 611.2. The rubber adjustment riser is to be on the department's approved product list.

### **C Construction**

Construction shall be according to the plans and with standard spec 611.3.

*Replace standard spec 611.3.3(1) with the following:*

Set inlet cover on rubber adjustment riser ring. Use approved mastic adhesive between the ring and the inlet structure. Use an approved polyurethane adhesive with a flexible set between the ring and the inlet cover. Use two 5/16-inch beads of adhesive placed 1 inch and 2 inches in from the outside edge of the ring. If multiple adjustment rings are necessary, a maximum of two adjustment rings can be used. A maximum of 3 inch adjustment is allowed. Use polyurethane adhesive with a flexible set to join the two rings. If the adjustment rings must be cut, the joints must be staggered and a polyurethane adhesive used to reattach the cut ends. No concrete adjustment rings or mortar is to be placed between the top of the structure and the inlet cover.

### **D Measurement**

The department will measure Inlets 2x2.5-FT Special as each individual inlet, 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.0060.100	Inlets 2x2.5 FT Special	Each

Payment shall be according to standard spec 611.5.  
(NER 441-20141017)

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

### **A Description**

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

### **B Materials**

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

Furnish pipe grates galvanized according to ASTM A123.

Furnish angles and brackets galvanized according to ASTM A123.

Furnish required hardware galvanized according to ASTM A153.

**C Construction**

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

**D Measurement**

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

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
611.9800.S	Pipe Grates	Each

Payment is full compensation for furnishing and installing all materials; and for drilling and connecting grates to pipes.

611-010 (20030820)

**15.9 Street Sweeping, Item SPV.0075.001.**

**A Description**

Remove small dirt and dust particles from the roadway using a street sweeper for cleaning the roadway before traffic switches or cleaning of roadways from non-contractor vehicle traffic.

**B (Vacant)**

**C Construction**

Provide a self-contained mechanical or air conveyance street sweeper and dispose the accumulated material.

**D Measurement**

The department will measure Street Sweeping by the hour that the street sweeper is on the project picking up and removing debris from the roadway, 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.0075.001	Street Sweeping	Hours

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

All street sweeping due to the contractors hauling operations is considered incidental to the contract.

(NER441-20150117)

## **15.10 Water for Seeded Areas, Item SPV.0120.001.**

### **A Description**

This special provision describes furnishing, hauling and applying water to seeded areas as directed by the engineer, and as hereinafter provided.

### **B Materials**

When watering seeded areas, use clean water, free of impurities or substances that might injure the seed.

### **C Construction**

If rainfall is not sufficient, keep all seeded areas thoroughly moist by watering or sprinkling. Water for 30 days after seed placement or as the engineer directs. Apply water in a manner to preclude washing or erosion. The topsoil shall not be left un-watered for more than 3 days during this 30-day period unless the engineer determines that it is excessively wet and does not require watering. The equivalent of one inch of rainfall per week shall be considered the minimum.

### **D Measurement**

The department will measure Water for Seeded Areas by volume by the thousand gallon units (MGAL), acceptably completed. The department will determine volume by engineer-approved meters or from tanks of known capacity.

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0120.001	Water for Seeded Areas	MGAL

Payment is full compensation for furnishing, hauling, and applying the water.”  
(NER12-1010)

## **16. Miscellaneous Concrete.**

### **16.1 Concrete Curb Precast, Item 601.0199.S.**

#### **A Description**

This special provision describes furnishing and placing precast concrete curb as shown on the plans and as hereinafter provided.



**B Materials**

Provide a precast concrete curb produced in a certified plant that conforms to the details shown on the plans or to a substantially equivalent design meeting the engineer's approval.

The concrete mixture shall not contain less than 565 pounds of cementitious materials per cubic yard.

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

The department will measure Concrete Curb Precast 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
601.0199.S	Concrete Curb Precast	Each

Payment is full compensation for furnishing all materials, pins, concrete masonry, and reinforcement; and placing precast concrete curb.

601-005 (20150630)

**16.2 Concrete Curb and Gutter 4-Inch Sloped 36-Inch Type R Full Depth, Item SPV.0090.002; Concrete Curb and Gutter Integral 30-Inch Special, Item SPV.0090.003; Concrete Curb and Gutter 18-Inch Type A Reject Full Depth, Item SPV.0090.004.**

Construct the concrete curb and gutter according to standard spec 601 and according to the plan details.

**16.3 Colored and Stamped Concrete, 5-Inch, Item SPV.0180.001.**

**A Description**

This special provision describes furnishing and installing colored and imprinted concrete, complete and accepted in place, including base materials, sealer and samples according to standard spec 405, 602 and 716 as shown on the plans, and as hereinafter provided.

Concrete contractor must have experience successfully installing stamped and colored concrete and shall provide, upon engineer's request, a written list of references specific to stamped and colored concrete projects in the upper Midwest prior to the start of construction.

## **B Materials**

### **B.1 Concrete**

*Replace standard spec 405.2.1.1 with the following:*

Integrally color the concrete using non-fading synthetic iron oxides conforming to ASTM C979. Follow color pigment manufacturers recommendations for minimum and maximum percentage of loading by weight of the cementitious materials in the mix.

- The integral color shall closely match to Federal Standard 595 Color Server, FS color 10076. Provide manufacturer's color chart for integral color to engineer for approval before use. All colored concrete shall originate from the same batch plant.

*Replace standard spec 405.2.2.1 with the following:*

Supply a clear, non-yellowing liquid membrane-forming clear curing compound conforming to ASTM C 1315, type 1 A.

*Replace standard spec 405.2.4.1 with the following:*

Perform preliminary laboratory and/or field trial batching to establish the mix proportions necessary to meet the final concrete characteristics.

Submit to the engineer the final mix design including specific sources and/or trade names as applicable for all materials.

*Replace standard spec 405.2.4.3 with the following:*

At least fifteen working days prior to the start of colored and imprinted concrete installation, supply and deliver at an engineer-determined location on the project, one 2-foot x 2-foot test panel of the colored imprinted concrete. Obtain approval from the engineer for the final color and stamp pattern prior to placing any colored imprinted concrete in the field.

Prepare the concrete surfaces of the Stamped and Colored Concrete Test Panel using processes and techniques intended for use on permanent work, including curing procedures, stamping, coloring, and sealing as outlined in this section.

The engineer will determine acceptance of the test panel color based on review and approval by City of Appleton, City of Menasha and Town of Menasha representatives. Test panel color will be evaluated for approval no earlier than five days after the test panel was poured and sealed.

### **B.2 Stamp**

Use reusable elastomeric/urethane form liners of the architectural surface treatment(s) as detailed in the plans and hereinafter provided.

Pattern shall be “used brick” running bond pattern with individual “brick” dimensions of 3 5/8 inches to 4 inches by 7 5/8 inches to 8 inches. Maximum relief of brick formliner shall be 1/2”. Provide sample formliner pattern to engineer for approval before use.

### **B.3 Antiquing Release Agent**

Use a liquid antiquing release agent that is compatible with the form liner and coloring materials. Apply release agent according to the manufacturer’s recommendations.

The antiquing release agent color shall closely match to Federal Standard 595 Color Server, FS color 10045. Provide manufacturer’s color chart for antiquing release agent to engineer for approval before use.

### **B.4 Concrete Sealant**

Use concrete sealant that is compatible with the form liner and installation methods.

Prime Sealant: Glossy.

Secondary Sealant: Matte.

## **C Construction**

### **C.1 Form Liner (Stamp) Preparation**

Clean the form liner prior to 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.

### **C.2 Stamp**

Coordinate with the engineer and verify stamping pattern orientation prior to starting the stamping work.

Stamping method shall be according to manufacturer’s specified methods. Prepare stamp tools with a full, smooth coat of antiquing release agent.

While concrete is still in the plastic state, apply imprinting tools to the surface and press into the concrete to create the desired impression. Check all depths of imprints by tool-to-tool surface leveling. Perform tooling as stamping tools are removed after imprinting. Eliminate all squeeze joints between stamping tools, if any, with hand tools prior to concrete setting. Finish all surfaces uniformly.

Ensure that the textured surface is free of laitance; sandblasting is not permitted. Grind or fill any blemishes.

Joint the concrete according to standard spec 602.3.2.5 amended as follows: Delete paragraph (10). Saw joints such that the saw joint follows the concrete pattern recess.

### **C.3 Box Outs**

Box outs for sign placement are incidental to the project work.

### **C.4 Finishing**

Allow concrete to cure for 24 hours after application of the antiquing release agents and stamp pattern.

Pressure wash concrete surface to remove approximately 75% of the antiquing release agent. Ensure that concrete is clean and dry before proceeding with concrete sealant.

Spray or roll on a single layer of gloss sealant. Follow by spraying on a single coat of matte finish sealer. Do not roll matte finish sealer onto concrete surfaces.

Colored and Stamped Concrete shall match the visual appearance of the approved sample. Replace Colored and Stamped Concrete, 5-Inch not conforming to the test panel at contractor expense.

### **D Measurement**

The department will measure Colored and Stamped Concrete, 5-Inch by the square yard, acceptably completed.

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0180.001	Colored and Stamped Concrete, 5-Inch	SY

Payment is full compensation for preparing the foundation, unless provided otherwise; for developing mix designs and providing sample panels or test panels; for furnishing materials (including concrete masonry, colored pigments, sealers, joint and bond breakers, and retarders), hauling, preparing, placing, curing, and protecting the concrete; for stamping ; for sawing required for construction of colored concrete; for jointing and joint materials, and tie bars; for measuring opening strength including fabricating and testing cylinders, obtaining and testing cores, and evaluating maturity; and for all removal of colored concrete.

(NER441-20151118)

## **16.4 Colored Concrete Pavement, 10-Inch, Item SPV.0180.002.**

### **A Description**

This special provision describes furnishing and installing colored concrete according to standard spec 405, 501, and 715 QMP for Class I.

## **B Materials**

### **B.1 Concrete**

*Replace standard spec 405.2.1.1 with the following:*

Integrally color the concrete using non-fading synthetic iron oxides conforming to ASTM C979 at a minimum percent loading of 6% and a maximum percent loading of 8% by weight of the cementitious materials in the mix.

- The integral color shall closely match Federal Standard 595 Color Server, FS color 10076. Provide manufacturer's color chart for integral color to the engineer for approval before use. All colored concrete shall originate from the same batch plant.

Add integral concrete colorant according to manufacturer's instructions.

Maintain mix characteristics for all colored concrete requiring a matching finish. Use the same source, brand, type, and color of portland cement, supplementary cementitious materials, aggregates and admixtures for colored concrete throughout the project. Use constant cement content, supplementary cementitious material content and water/cementitious materials ratio in the concrete mix to maintain consistent color.

*Replace standard spec 405.2.2.1 with the following:*

Supply a clear, non-yellowing liquid membrane-forming clear curing compound conforming to AASHTO M 148, type 1.

*Supplement standard spec 501.3.2.4.1.1 with the following:*

Use admixtures designed for use and compatible with colored concrete pigments. Do not use calcium chloride or admixtures containing chlorides.

*Replace standard spec 405.2.4.3.3 with the following:*

At an engineer-determined location on the project, place and finish a 6-foot by 6-foot by 4-inch colored concrete test panel using processes and techniques intended for use on permanent work, including curing procedures. Produce test panels using the same workers who will perform the contract work. Retain samples of cements, sands, aggregates and color additives used in test panels for comparison with materials used in remaining work. For an accurate representation of the desired color or color intensity, produce the colored concrete for the test panel in a minimum batch size of 2 cubic yards or in full cubic yard increments for batch sized greater than 2 cubic yards. Discard excess material.

The engineer will determine acceptance of the test panel color based on review and approval by City of Appleton, City of Menasha and Town of Menasha representatives. Test panel color will be evaluated for approval no earlier than five days after the test panel was poured and sealed.

## **B.2. Concrete Sealant**

Use concrete sealant that is compatible with installation methods.

Prime Sealant: Glossy.

Secondary Sealant: Matte.

## **C Construction**

*Supplement standard spec 405.3 with the following:*

Colored concrete mixes for matching colored items shall be consistent. If the contractor chooses to provide mixes with high early strength concrete, then all colored concrete for matching colored items shall be provided as high early strength concrete.

### **C.1 Finishing**

Spray or roll on a single layer of gloss sealant. Follow by spraying on a single coat of matte finish sealer. Do not roll matte finish sealer onto concrete surfaces.

Protect the colored concrete from damage. Do not permit construction traffic or material storage on colored concrete. Exclude other foot traffic from colored concrete for at least 24 hours after finishing.

## **D Measurement**

The department will measure Colored Concrete 10-Inch by the square yards, acceptably completed.

## **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0180.002	Colored Concrete 10-Inch	SY

Payment is full compensation for preparing the foundation, unless provided otherwise; for developing mix designs and providing sample panels or test panels; for furnishing materials (including concrete masonry, colored pigments, sealers, joint and bond breakers, and retarders), hauling, preparing, placing, curing, and protecting the concrete; for sawing required for construction of colored concrete; for finishing the concrete as indicated in plans; for jointing and joint materials, and tie bars; for measuring opening strength including fabricating and testing cylinders, obtaining and testing cores, and evaluating maturity; for furnishing all removal of colored concrete.

(NER441-20151118)

## 17. Signing and Marking.

### 17.1 Removing Pavement Markings Water Blasting, Item 646.0690.S.

#### A Description

This special provision describes removing pavement markings by water blasting. Conform to standard spec 646 and 647 as modified in this special provision.

#### B (Vacant)

#### C Construction

Use water blasting to remove the following, as shown on the plan and directed by the engineer:

- Markings in areas of temporary traffic shifts
- Markings on bridge decks
- Temporary markings on the final pavement surface

Completely remove pavement marking using a truck mounted ultra high pressure pump and water tank capable of delivering a minimum of 30,000 psi and up to 40,000 psi to waterjet nozzles.. Use equipment with a vacuum recovery system that contains wastewater and debris to provide a clean, damp-dry surface, without a secondary cleanup operation. Do not scar or damage the pavement during the removal process. Limit water blasting to when the ambient temperature is at least 36 F and rising.

Properly dispose of the accumulated material off site.

#### D Measurement

The department will measure Removing Pavement Markings Water Blasting by the linear foot, up to a single 8-inch wide line, acceptably completed.

The department will measure Removing Special Pavement Markings Water Blasting as each individual arrow, symbol, or word, acceptably removed. The department will count removing an RXR symbol as 3 individual symbol removals.

#### E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
646.0690.S	Removing Pavement Markings Water Blasting	LF

Payment is full compensation for removal and disposal of all materials.  
646-075 (20151210)

## **17.2 Pavement Marking Grooved Wet Reflective Contrast Tape 4-Inch, Item 646.0841.S; 8-Inch, Item 646.0843.S.**

### **A Description**

This special provision describes furnishing, grooving and installing preformed wet reflective pavement marking contrast tape for grooved applications as shown on the plans, according to standard spec 646, and as hereinafter provided.

### **B Materials**

Furnish wet reflective pavement marking contrast tape and adhesive material, per manufacturer's recommendation if required, from the department's approved products list.

Furnish a copy of the manufacturer's recommendations to the engineer before preparing the pavement marking grooves.

### **C Construction**

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

For quality assurance, provide the engineer and the region's Marking Section evidence of manufacturer training in the proper placement and installation of pavement marking contrast tape.

Plane the grooved lines according to details in the plan and per manufacturer's recommendations. Use grooving equipment with a free-floating, independent cutting head. Plane a minimum number of passes to create a grooved surface per manufacturer's recommendations.

#### **C.2 Groove Depth**

Cut the groove to a depth of 120 mils  $\pm$  10 mils from the pavement surface or, if tined, from the high point of the tined surface. To measure the depth, the contractor may use a depth plate placed in the groove and a straightedge placed across the plate and groove, or the contractor may use a straightedge placed perpendicular to the groove. The department may periodically check groove depths.

#### **C.3 Groove Width – Longitudinal Markings**

Cut the groove 1-inch wider than the width of the tape.

#### **C.4 Groove Position**

Position the groove edge according to plan details. Groove a minimum of 4 inches, but not greater than, 12 inches from both ends of the tape segment. Achieve straight alignment with the grooving equipment.



## **C.5 Groove Cleaning**

### **C.5.1 Concrete**

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

If water is used in the grooving process, allow the groove to dry a minimum of 24 hours after groove cleaning, and prior to pavement marking application. The groove surface shall be clean and dry before applying the adhesive, and the pavement marking tape. Use a high-pressure air blower with at least 185 ft<sup>3</sup>/min air flow and 120 psi air pressure to clean the groove; use of the air blower does not decrease the amount of time required for the groove to dry.

### **C.5.2 New Asphalt**

Groove pavement five or more days after paving.

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

### **C.5.3 Existing Asphalt**

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

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

## **C.6 Tape Application**

Apply the tape when both the air and surface temperature are 40 degrees F and rising.

Apply tape in the groove as per manufacturer's recommendations. If manufacturer's recommendations require surface preparation adhesive

- 1) For the Southeast Region and the ozone non-attainment Northeast Region counties of Sheboygan, Manitowoc, and Kewaunee:
  - Apply SPA-60 during May 1 to September 30, both dates inclusive due to Volatile Organic Compound Limitations..
  - Apply P-50 during October 1 to April 30, both dates inclusive. –
- 2) For the remainder counties:
  - Apply either adhesive.

Refer to the manufacturer's instructions for determining when the surface preparation adhesive is set.

Tamp the wet reflective pavement marking contrast tape with a tamper cart roller, with a minimum of a 200-lb load, cut to fit the groove. Tamp a minimum of three complete cycles (6 passes) with grooved modified tamper roller cart.

#### **D Measurement**

The department will measure Pavement Marking Grooved Wet Reflective Contrast Tape (Width) for grooved applications in length by the linear foot of tape placed according to the contract 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
646.0841.S	Pavement Marking Grooved Wet Reflective Contrast Tape 4-Inch	LF
646.0843.S	Pavement Marking Grooved Wet Reflective Contrast Tape 8-Inch	LF

Payment is full compensation for cleaning and preparing the pavement surface; furnishing and installing the material; and for removing temporary pavement marking, if necessary. 646-022 (20120615)

### **17.3 Pavt Marking Grooved Contrast Preformed Thermoplastic Arrows Type 1, Item SPV.0060.001; Arrows Type 2R, Item SPV.0060.002; Arrows Type 2, Item SPV.0060.003; Arrows Type 3R, Item SPV.0060.004; Arrows Type 3, Item SPV.0060.005; Words, Item SPV.0060.006; Crosswalk, 6-Inch, Item SPV.0090.005.**

#### **A Description**

This special provision describes grooving the pavement surface, and furnishing and installing preformed thermoplastic pavement marking as shown on the plans, according to standard spec 647, and as hereinafter provided.

#### **B Materials**

Furnish preformed thermoplastic pavement marking and sealant material, if required, from the department's approved products list.

#### **C Construction**

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

For quality assurance, provide the engineer and the region's Marking Section evidence of manufacturer training in the proper placement and installation of preformed thermoplastic pavement marking.

Plane the grooved lines according to the plan details. Use grooving equipment with a free-floating, independent cutting or grinding head. Plane a minimum number of passes to create a smooth groove.

### **C.2 Groove Depth**

Cut the groove to a depth of 120 mils  $\pm$  10 mils deeper than the thermoplastic thickness, from the pavement surface or, if tined, from the high point of the tined surface. Measure depth using a straightedge placed perpendicular to the groove. The department may periodically check groove depths.

### **C.3 Groove Width – Linear Markings**

Cut the groove 1-inch wider than the width of the thermoplastic.

### **C.4 Groove Position**

Position the groove edge according to the plan details.

#### **C.4.1 Linear Marking**

Groove at a minimum of 4-inches, but not greater than, 12-inches from both ends of the line segment. Achieve straight alignment with the grooving equipment.

#### **C.4.2 Special Marking**

Groove a box around the special marking up to 4 inches from the perimeter of the special marking. Groove multiple boxes for Word Items.

### **C.5 Groove Cleaning**

#### **C.5.1 Concrete**

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

If water is used in the grooving process, allow the groove to dry a minimum of 24 hours after groove cleaning, after removal of excess water, and prior to pavement marking application. Clean and dry the groove for proper application of the sealant, and placement of the pavement marking. Use a high-pressure air blower with at least 185 ft<sup>3</sup>/min air flow and 90 psi air pressure to clean the groove; use of the air blower does not decrease the amount of time required for the groove to dry.

#### **C.5.2 New Asphalt**

Groove pavement 10 or more days after paving. Use a high-pressure air blower with at least 185 ft<sup>3</sup>/min air flow and 90 psi air pressure to clean the groove.

### **C.5.3 Existing Asphalt**

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

### **C.5.5 Asphalt**

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

### **C.6 Preformed Thermoplastic Application**

Preheat the surface if necessary based on manufacturer's recommendation.

**Application of the preformed thermoplastic in the groove without sealant will be as follows:**

- May 1 to September 30, both dates inclusive – the Southeast Region and the ozone non-attainment or maintenance Northeast Region counties of Sheboygan, Manitowoc, Kewaunee, and Door.
- June 1 to August 31 – the Southwest Region, and the Northeast, North Central, and Northwest Regions except for the ozone non-attainment or maintenance Northeast Region counties of Sheboygan, Manitowoc, Kewaunee, and Door.

**Application of the preformed thermoplastic in the groove with sealant materials will be as follows:**

- October 1 to April 30, both dates inclusive – the Southeast Region and the ozone non-attainment or maintenance Northeast Region counties of Sheboygan, Manitowoc, Kewaunee, and Door.
- September 1 to May 31, both dates inclusive – the Southwest Region and the Northeast, North Central, and Northwest Regions, except for the ozone non-attainment or maintenance Northeast Region counties of Sheboygan, Manitowoc, Kewaunee, and Door.

The sealant must be wet.

### **D Measurement**

The department will measure Pavement Marking Grooved Contrast Preformed Thermoplastic (Type) by each individual unit, acceptably completed.

The department will measure Pavement Marking Grooved Contrast Preformed Thermoplastic (Type) in length by the linear foot of tape placed 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
SPV.0060.001	Pavt Marking Contrast Grooved Preformed Thermoplastic Arrows, Type 1	Each
SPV.0060.002	Pavt Marking Contrast Grooved Preformed Thermoplastic Arrows, Type 2R	Each
SPV.0060.003	Pavt Marking Contrast Grooved Preformed Thermoplastic Arrows, Type 2	Each
SPV.0060.004	Pavt Marking Contrast Grooved Preformed Thermoplastic Arrows, Type 3R	Each
SPV.0060.005	Pavt Marking Contrast Grooved Preformed Thermoplastic Arrows, Type 3	Each
SPV.0060.006	Pavt Marking Contrast Grooved Preformed Thermoplastic Words	Each
SPV.0090.005	Pavt Marking Contrast Grooved Preformed Crosswalk, 6-Inch	LF

Payment is full compensation for cleaning and preparing the pavement surface, and for furnishing and installing the material.

#### **17.4 Permanent Covering Type II Signs, Item SPV.0165. 001.**

##### **A Description**

This special provision describes permanent covering Type II signs.

##### **B Materials**

Conform to standard spec 643.2.9.5 for sign covering material.

##### **C Construction**

Cover signing as shown on the plans or as directed by the engineer. Ensure the covered sign message is unreadable during daytime and nighttime hours.

Construct sheet aluminum covers from a minimum of 0.040 inch thick sheet aluminum conforming to standard spec 637.2.1.3. If plywood covers are used, provide a High Density Overlay plywood cover with a minimum thickness of ½ inch conforming to standard spec 637.2.1.2. If corrugated plastic covers are used, conform to standard spec 643.2.9.1. Fasten covers to the main sign using either aluminum rivets or galvanized lag screws, with a maximum diameter of 3/16 inch and a length no longer than 1 inch. Secure sign cover at each corner.

##### **D Measurement**

The department will measure Permanent Covering Type II Signs by square foot, acceptably completed.

##### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0165. 001	Permanent Covering Type II Signs	SF

Payment is full compensation for providing permanent covering Type II Sign.

## **17.5 Permanent Covering Type I Signs, Item SPV.0165. 002.**

### **A Description**

This special provision describes permanent covering Type I signs.

### **B Materials**

Conform to standard spec 643.2.9.5 for sign covering material.

### **C Construction**

Cover signing as shown on the plans or as directed by the engineer. Ensure the covered sign message is unreadable during daytime and nighttime hours.

Construct sheet aluminum covers from a minimum of 0.040 inch thick sheet aluminum conforming to standard spec 637.2.1.3. If plywood covers are used, provide a High Density Overlay plywood cover with a minimum thickness of ½ inch conforming to standard spec 637.2.1.2. If corrugated plastic covers are used, conform to standard spec 643.2.9.1. Fasten covers to the main sign using either aluminum rivets or aluminum self-tapping sheet metal screws, with a maximum diameter of 3/16 inch. Secure sign cover at each corner.

### **D Measurement**

The department will measure Permanent Covering Type I Signs by square foot, acceptably completed.

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0165. 002	Permanent Covering Type I Signs	SF

Payment is full compensation for providing permanent covering Type I Sign.

## **18. Lighting/Electrical.**

### **18.1 General Requirements for Electrical Work.**

*Amend standard spec 651.2, Materials, by adding the following paragraphs:*

(7) The approved products lists located at:

<http://www.dot.state.wi.us/business/engrserv/electric/index.htm>

Contact information for the Wisconsin Department of Transportation Northeast Region Electrical Unit: Robert Schuurmans / (920) 492-5710 / [Robert.schuurmans@dot.wi.gov](mailto:Robert.schuurmans@dot.wi.gov).

## **18.2 Electrical Service Meter Breaker Pedestal (CB-600), Item 656.0200.001; Electrical Service Meter Breaker Pedestal (CB-700), Item 656.0200.002.**

### **A Description**

This work shall be according to the requirements of standard spec 656, the plans, standard detail drawings, and as hereinafter provided.

### **B Materials**

*Amend standard spec 656.2.3, Meter Breaker Pedestal Service, paragraph (1) to read as follows:*

- (1) Furnish an approved service having a meter breaker pedestal, 22,000-AIC circuit breakers unless the local utility requires otherwise, grounding electrodes and connections, conduit and fittings, and all necessary conductors and equipment required by the WSEC and the utility for a service connection. Furnish a pedestal with one 100 amp 2-pole breaker. Additional breakers are not required for non-shared meter pedestals. When the meter breaker pedestal is energized, install an approved meter seal at all access points on the meter trough. Meter shall be time of use type.

*Amend standard spec 656.2.3, Meter Breaker Pedestal Service, by adding the following paragraph:*

- (2) Feeder wire between meter pedestal and main panel board shall be routed through the bottom of the cabinet enclosure and within conduit. Entry through the side of the cabinet enclosure is not allowed.

### **C Construction**

*Amend standard spec 656.3.2, Service Lateral, paragraph (1) to read as follows:*

- (1) The local utility shall furnish and install a 200 A, 120/240 volt AC, single phase, 3-wire underground electrical service lateral. Arrange and assume responsibility for the timely installation of the service lateral by the utility. The lateral shall be terminated at a meter pedestal as the plans show.

Submit the application to the utility for all required electrical services. Pay the utility installation costs promptly and seek reimbursement through the "Electrical Service Lateral" administrative contract bid item.

Arrange for future monthly energy usage billing to be established in the name of the appropriate entity. For department maintained facilities, contact WisDOT Northeast Region for this information. For locally owned facilities, contact the local municipality.

Ensure that electrical service is installed and energized a minimum of one week prior to the lighting system activation deadline.

### **18.3 Electrical Service Meter Breaker Pedestal (Racine St and 9<sup>th</sup> St), Item 656.0200.003.**

#### **A Description**

This work shall be according to the requirements of standard spec 656, the plans, standard detail drawings, and as hereinafter provided.

#### **B Materials**

*Amend standard spec 656.2.3, Meter Breaker Pedestal Service, by adding the following paragraph:*

- (1) Furnish meter pedestal with a painted finish. Paint meter pedestal using an epoxy primer and topcoat to match the lighting control cabinet finish.

#### **C Construction**

*Amend standard spec 656.3.4, Meter Breaker Pedestal Service, paragraph (3) to read as follows:*

- (3) A circuit for the intersection lighting operation within the Racine St and 9th St. traffic signal cabinet shall bypass the meter and be connected to the Breaker Disconnect Box. Only the four street lights served from the traffic signal cabinet shall be serviced from the unmetered circuit.

### **18.4 Light Pole Special, Item SPV.0060.353.**

#### **A Description**

This work describes furnishing material and labor necessary for installation of aluminum light poles complete with luminaires, lighting mast arms, breakaway transformer bases, decals and plaques, fuse holders and fuses, and all hardware accessories required, shown on the contract drawings and as directed by the engineer. Perform all work according to the requirements of standard specification sections listed below, the plans, standard and special detail drawings, and as hereinafter provided.

#### **B Materials**

Furnish all materials according to the plans and the following applicable standard specification sections and articles:

Item Section:

- a) Standard spec 651, General Requirements for Electrical Work.
- b) Standard spec 655 Electrical Wiring.
- c) Standard spec 657 Poles, Arms, Standards, and Bases.
- d) Standard spec 659 Lighting

Luminaire: Supply Navion Roadway LED Luminaires as manufactured by Eaton for the locally maintained lighting in this contract. The Type LED-B Luminaire Catalog # NVN-AE-02-D-VOLT-T3R-10K-AP-WISDOT.



Pole: Supply 30'-0" Pole as manufactured by Valmont Industries. Aluminum TYPE 5 light pole Model No.: 300045806T4E. Pole shall have a 100 grit satin polish finish.

Mast Arm: Pole lighting mast arms are 12-foot truss arm with same finish as pole. Mast arms are manufactured by Valmont Industries; Model No. TA1230C45ZA.

Breakaway Transformer Base: Supply Transformer bases made by Valmont Industries; Model No. 08R1012B17W with the same finish as the pole.

Fuse Holders and Fuses: The fuse holder shall be POWR-GARD 2-pole, breakaway, in-line water-tight fuse holders Catalog # LEX-AA-S with KLK-5 fuses as manufactured by Littelfuse.

Verify all model/catalog numbers before ordering.

### **C Construction**

According to the plans and applicable standard specifications and as hereinafter provided.

Install the pole on a concrete base with all necessary wiring, miscellaneous accessories, and hardware as required for a complete and fully operational unit. Follow manufacturer instructions for transportation, installation and wiring.

### **D Measurement**

The department will measure Light Pole Special as a each unit, acceptably completed.

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.353	Light Pole Special	Each

Payment is full compensation for furnishing and installing each complete lighting unit including all hardware and fittings necessary for installation; and for coordination with all other construction operations. Light pole concrete bases and internal pole wiring will be paid for separately under other pay items.

**18.5 Signal Mounting Hardware Racine St and 9<sup>th</sup> St, Item 658.5069.001; Traffic Signal Face 3-12 Inch Vertical, Item 658.0110; 5-12 Inch Vertical, Item 658.0120; 5-12 Inch Horizontal, Item 658.0165, Pedestrian Signal Face, Item 658.0416; Pedestrian Push Buttons, Item 658.0500.**

### **A Description**

This work shall be according to the requirements of standard spec 658, the plans, standard detail drawings, and as hereinafter provided.

**B Materials**

*Amend standard spec 658.2.1, Signal Mounting Hardware, by adding the following paragraph:*

- (8) Furnish all signal mounting hardware in black color instead of yellow color.

*Amend standard spec 658.2.2.2, Signal Housings and Backplates, paragraph (1) to read as follows:*

- (1) Furnish polycarbonate resin housings, doors, visors, and backplates. Use black housings and dull black door faces, visors, and backplates. Ensure that the door is sized for 12-inch or 8-inch nominal diameter lenses and is held shut with eyebolts secured with wing nuts. Use cut away or tunnel type visors as the plans show. Use flat backplates that project 5 inches beyond all sides of the signal housing.

*Amend standard spec 658.2.3.2, Signal Housings, paragraph (1) to read as follows:*

- (1) Furnish polycarbonate resin housings, doors, and visors. Use black 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.

*Amend standard spec 658.2.5, Pedestrian Push Buttons, by adding the following paragraph:*

- (2) Furnish black pedestrian push buttons instead of yellow pedestrian push buttons.

**18.6 Pull Box Non-Conductive 24x42-Inch, Item SPV.0060.354.****A Description**

This special provision describes furnishing and installing Pull Box Non-Conductive 24x42-Inch shown on the plans.

**B Materials**

Furnish pull boxes, frames, and lids made of non-conductive material. Pull boxes, frames, and lids shall be suitable for Tier 15 loading as specified in ANSI/SCTE 77.

**C Construction**

Provide pull boxes, frames, and lids made of non-conductive materials. The contractor may extend Pull Box Non-Conductive 24x42-Inch as the plan details show using the same material as the pull box. Saw extensions parallel to the extension ring. Secure extension to original box as shown in the plan details. Excavate, place coarse aggregate drain material, and backfill as the plan details show. Dispose of surplus or unsuitable materials as specified under standard spec 205.3.12. Use covers stamped with "Electric" for traffic signal and lighting pull boxes or "WISDOT COMMUNICATIONS" for communications pull boxes. Provide one 24" length of #6 reinforcing steel to be driven vertically on the north side of the pull box.

**D Measurement**

The department will measure Pull Box Non-Conductive 24x42-Inch as each individual unit, acceptably completed.

**E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.354	Pull Box Non-Conductive 24x42-Inch	Each

Payment for Pull Box Non-Conductive 24x42-Inch is full compensation for providing and installing pull boxes, frames, lids, aggregate, fasteners, reinforcing steel; conduit extensions less than 10 feet long including fittings; and for furnishing all excavating, backfilling and disposing of surplus material. The department will pay separately for engineer-directed pull box drain duct under the Conduit Rigid Nonmetallic bid items as specified in standard spec 652.5.

**18.7 Electrical Service Breaker Disconnect Box (Racine St and 9<sup>th</sup> St), Item 656.0500.001.**

**A Description** This work shall be according to the requirements of standard spec 656, the plans, standard detail drawings, and as hereinafter provided.

**B Materials**

*Amend standard spec 656.2.6, Breaker Disconnect Box Service, by adding the following paragraph:*

- (2) Furnish disconnect box with a painted finish. Paint disconnect box using an epoxy primer and topcoat to match the signal control cabinet finish.

**C Construction**

*Amend standard spec 656.3.7, Breaker Disconnect Box Service, by adding the following paragraph:*

- (4) A circuit for the intersection lighting operation within the Racine St and 9<sup>th</sup> St traffic signal cabinet shall bypass the meter and be connected to the Breaker Disconnect Box. Only the four street lights served from the traffic signal cabinet shall be serviced from the unmetered circuit.

**18.8 Traffic Signal Controller and Cabinet (Racine St and 9<sup>th</sup> St), Item SPV.0060.450.****A Description**

This special provision describes furnishing and installing the traffic signal controller as shown on the plans as hereinafter provided.

## **B Materials**

### **B.1 General**

Submit a Certification of Compliance from the signal vendor, the contractor or the company that wired the cabinet certifying that the cabinet and equipment as furnished, conform to the plan and specifications. Ensure that the certificate of compliance is on the letterhead stationery, signed by an authorized officer of the company, and notarized. Submit a copy to the engineer.

Equipment will be examined and tests will be performed to insure that proper and sufficient equipment is furnished as is required to complete the signal plan operation and sequence in compliance with the intent of the contract specifications.

All testing and equipment examination shall be in the presence of the contractor's representative furnishing the equipment. The contractor's representative will be notified of any needed modifications or corrections to be accomplished by the contractor.

After the contractor has mounted the cabinet on the cabinet foundation, he shall connect all the field wiring inside the controller cabinet and test the signal circuits for correct operation. The contractor shall connect and test the signal circuits outside the controller cabinet as directed by the engineer. Connecting and testing signal circuits shall be considered part of this item of work.

The controller shall be a fully traffic actuated, solid state, digital microprocessor based controller, capable of providing the number and sequence of phases, overlaps and any special logic as described herein and shown on the accompanying plan. The controller shall be an Eagle Signal Controls EPAC3108M52. The controller shall be fully programmed and shall be mounted in a control cabinet to operate as a complete and functioning intersection traffic signal control system. The equipment items included shall be, but not necessarily limited to, cabinet, microprocessor based controller, conflict monitor, power distribution panel, interior cabinet wiring and other associated electrical and electronic equipment interior to the control cabinet that is necessary to provide the type of operation described in these specifications.

A four ring, programmable for both single and dual entry concurrent timing, nine phase frame or equivalent shall be provided. Volume density timing shall be provided for eight phases and pedestrian timing shall be provided for all phases. MUTCD flashing capability shall be provided. All controls shall be in accordance with the accompanying plans and with NEMA standards Publication No. TS1-1989.

The intersection controller unit shall be capable of up to 16 phase operation plus (16) programmable overlaps regardless of whether preemption, coordination or special programming is used. The intersection cabinet shall be wired for a minimum of twelve and include twelve 3 circuit load switches

## **B.2 Electrical and Operational Aspects**

1. Buffering. All logic circuit inputs shall be internally buffered to withstand transients and noise, such as might result from normal usage, without damage to any mechanism components.
2. Timing Features. All controller timing parameters shall be fully programmable from the front panel using keyboard inputs. Memory storage features shall be nonvolatile under power off conditions for at least 30 days. The locking, non- locking detection mode and per phase recall shall also be accessible on the front panel.
3. Minimum Green Timing. The passage timer shall time concurrently with the minimum green timer, so that the duration of the minimum green time is directly adjustable and is independent of the passage time setting.
4. Dual Ring Timing. In the dual ring application, no more than two phases shall be permitted to time concurrently and no more than one phase per ring. The controller shall provide barrier protection against concurrent timing of two conflicting phases; no phases assigned to one side of the barrier shall be permitted to time concurrently, if a conflict will occur. The controller shall service calls on a single entry basis, and both rings shall cross the barrier simultaneously in accordance with the following logic.
  - 4.1 Phases timing concurrently shall terminate simultaneously if both have a gap out due to excessive time between actuations.
  - 4.2 Phases timing concurrently shall terminate simultaneously if both have a maximum time out.
  - 4.3 In the event that one phase has not achieved a gap out or maximum time out, the other gapped out phase shall be permitted to leave the gapped out condition and retime an extension when an actuation is received.
5. Manual (Police) Control. If manual control is used, actuation of the manual control shall permit manual advance of the Walk, Pedestrian Clearance and Green interval terminations only. Manual termination of Yellow or All Red clearance intervals shall not be permitted.
6. Red Revert. An adjustable red revert control shall be provided to assure adequate red display when recycling a phase during call-away or red rest mode operation. A call for service to different phase shall be preceded by an all-red clearance interval, as programmed.
7. Coordination. The controller shall be capable of operation in progressive coordination systems and mutual coordination and shall contain, but not limited to, the following external inputs, with all functions brought out:

- Vehicle/Pedestrian Detectors per phase
- Phase Omit per phase
- Omit Red Clearance per ring
- Maximum II per ring
- Stop Timing per ring
- Select Minimum Recall per controller
- Semi-Mode per controller
- Pedestrian Omit per phase
- Hold per phase
- Internal Max Inhibit per ring
- Red Rest per ring
- Force-Off per ring
- Manual Control per controller
- External Start per controller
- Conflict Monitor Status

8. Minimum Safe Timing Control. Controllers shall not accept any operator input or stored timing parameters that would result in intervals shorter than the following: yellow clearance – 3.0 seconds, minimum walk – 4.0 seconds, minimum pedestrian clearance – 6.0 seconds. At the beginning of each of the above intervals, the controller shall check the previously stored data against these minimums. If an operator attempts to load an incorrect timing parameter, the controller unit shall output a unique error code on the front panel display. As an alternative to minimum timing control, a coded keyboard entry security feature may be provided.
9. Indicator lights and Switches. A backlit alphanumeric LCD display shall be provided to show the status of each signal phase on. The LCD display shall also be used to show the interval status, phase termination information and the presence of vehicular and pedestrian calls for each phase. The controller shall have fuses for AC power and +24 power.
10. Data Display. The front panel shall contain a display panel consisting of a backlit alphanumeric LCD display. The face of the display shall be scratch, chemical and solvent resistant. The operator shall access the controller through a menu system. By selecting various menu options, real time operational status or stored parameter tables shall be presented to the operator.
11. Diagnostic Program. A diagnostic program shall be prepared by the manufacturer of the controller unit which will demonstrate the proper operation of all inputs, outputs, controls and indicators in the controller, and shall have visual confirmation on the front panel. The diagnostic program shall be resident in the controller. The controller shall continuously run a diagnostic routine in the background to assure unit integrity.
12. Maintenance of Controller. For ease of service, the controller shall be divided into a minimum of the following separate circuit boards:
  - 12.1 CPU/Memory/Internal I/O
  - 12.2 External Input/Output
  - 12.3 Display Subsystem
  - 12.4 Power Supply

Each board must be easily removable without requirements for special tools.

The controller shall provide user programmable, data logging of local events or alarm events including, but not limited to: Conflict Flash, Remote Flash, Local Flash, Controller Voltage Monitor, Detector Failure, On Line and Data Change. The time and date shall be recorded as a part of the message logged. The logging function shall be resident in the controller unit. The logging function shall be viewed from the front panel LCD display. If the logging function cannot be viewed from the front panel LCD display and it has to be performed by supplemental auxiliary equipment, the auxiliary equipment shall be supplied.

13. RS-232 Interface. An RS-232C interface and connector shall be provided for interconnecting to a conflict monitor, printer, another like controller unit, a local personal computer or a remote personal computer through an external modem.

- The controller unit shall be an Eagle Signal Controls EPAC3108M52 with MARC master software, a multimode fiber port 3 and rs232 port3.

14. Controller Functions.

- 14.1 Remote Flash.

- Controller shall have a user front panel programmable "Automatic Night Flash." The flash shall allow the user to program entry and exit phase(s) plus program the output of each load switch for off, flash, or alternate flash. This programming will be independent of start-up flash and or initial phase programming. This allows the operator complete programmability for automatic flash to be different from emergency flash.

- 14.2 Dynamic Maximum

- This allows the user to program values which the controller will activate by user programmed time of day for automatic maximum time adjustments. This automatic controller adjustment will be based on concurrent "Max-Out" or "Gap-Out" terminations of phase green.

- 14.3 Detector Inputs and Logging

- The controller shall have the capability to process 80 separate detector inputs. Each of the 80 inputs can be capable of being user programmable for phase detector inputs, system detector inputs, and/or Queue detector inputs. The controller shall have the capability to count in a report defined by the user up to 24 separate detector inputs. The report will log/record these 24 detector inputs for 72 events. Events start/stop and duration are all individually user programmable. This will allow the user total intersection counting capability without changing any field or cabinet wiring.

#### 14.4 Queue Selection

- The controller shall have two separate Queue selection routines capable of selecting any/all or partial timing plan operation over riding any existing operation. The queue selection shall be based on computed volume and/or user selected occupancy routine with processing up to eight detectors in each selection. The user programs thresholds settings to enable/disable queue override.

### **B.3 Monitoring**

A NEMA + monitor with all components and circuitry, independent from the controller and having the capacity to handle a minimum of 12 channels shall be provided. The monitor shall detect conflicting indications, switch failure, controller voltage drops and the absence of reds as follows:

1. Conflicting indications shall cause the monitor to place the intersection in a flashing mode of operation. The monitor shall maintain the flashing mode until manually reset, regardless of 110 VAC power to the conflict monitor.
2. The +24 VDC cabinet power source shall be monitored by the conflict monitor. If that voltage drops to an unsatisfactory level, the monitor shall place the intersection in a flashing mode of operation. Upon resumption of normal voltages, the controller shall resume normal stop and go operation without the necessity of manual resetting.
3. The absence of any required red signal voltage at the field connection terminals in the controller assembly shall cause the monitor to place the intersection in a flashing mode of operation. The monitor shall maintain the flashing mode until manually reset.
4. A load switch that turns on any two indications for the same approach, (such as green and yellow, yellow and red or red and green), shall place the intersection at the flashing mode of operation. The monitor shall maintain the flashing mode until manually reset, regardless of 110 VAC power to the controller.
5. After a power interruption (exceeding 457+25 milliseconds) to the controller assembly, a flashing period (4 to 10 seconds adjustable) shall precede the startup (initialization) sequence. This feature can be resident in either the monitor or the controller.
6. The flash circuit shall be wired in a failsafe manner so that the intersection will revert to and remain in a flashing mode of operation, whenever and for as long as, either the controller unit or the monitor unit is disconnected.



7. Indicator lights shall be provided for:
  - a. an indicator for each channel which will latch status of failure,
  - b. +24 VDC inputs,
  - c. conflict,
  - d. power (conflict monitor unit),
  - e. power interrupt after failure,
  - f. red failure,
  - g. switch.
8. It will not be acceptable to disable any of the conflict monitor features because of signal sequences containing left or right turns with no red indication. Such sequences will require a loading resistor(s) to be mounted and wired to the unused triac output to simulate field load. The loading resistor shall be a DALE type RS 1000 ohm 25 watt resistor meeting MIL-R-370 or equal.
9. Monitor shall be an Eberle Design Inc. Model SSM-12LEC or approved equal.

#### **B.4 Terminal Facilities**

1. Terminal facilities shall consist of all devices external to the controller unit which are necessary to complete the intersection. Terminal facilities supplied shall be protected by dual, common trip, 30 amp circuit breakers. The dual, common trip, 30 amp circuit breakers shall feed an evenly split signal bus through radio interference line filters and bus relays. Bus relays, in all cases, shall be mercury type contractors and shall not be jack mounted. Terminal facilities shall also include applicable load switch panels of sufficient capacity to accommodate 8 vehicle phases and 4 pedestrian phases and 4 overlap phases and shall include a minimum of 16 solid state 3 circuit load switches with visual indicators. Flash transfer relays as required and two double circuit NEMA flashers shall also be provided. The internal wiring of the load switch panels shall be insulated wiring of sufficient size or the individual outputs fused so that the wiring will not be damaged by shorted output light circuits. Printed circuits in the load switch panels will not be acceptable.
2. Terminal strips shall be used to terminate controller cables, signal head cables and vehicle and/or pedestrian detector cables. All controller inputs and outputs shall be terminated on an interface panel. All interface and output terminal connections shall be the screw down type.
3. AC interconnect terminal facilities shall be fused to incoming lines.
4. An Eagle Signal EPAC3108 "D" connector harness and panel shall be provided. The wiring for all alarm log inputs shall be terminated on this panel.

## B.5 Cabinet Switches

1. The following switches shall be located inside the cabinet on the maintenance panel:

- a. Controller Power On/Off
- b. Cabinet Light On/Off
- c. Stoptime (3 position)

<u>POSITION</u>	<u>LABEL</u>	<u>FUNCTION</u>
Upper	Stop Time	Place stop time on the controller
Center	Run	Remove stop time input to the controller
Lower	Normal	Connects the monitor to the controller stop time input

Switches shall be provided for all vehicle phases and all even pedestrian phases.

2. The following switches shall be located behind the police door.
  - a. Signal/Off
  - b. Flash/Normal

The above switches (a & b) shall function as follows:

	<u>SIGNAL</u>	<u>OFF</u>
<u>FLASH</u>	Signals Flash	Signals Dark
<u>NORMAL</u>	Signals Normal	Signals Dark

3. Manual Detector Operation.

Three position switches shall be provided external to the controller which will permit manual detector calls and manual detector disconnect for each phase independently. The switches shall be spring loaded and shall rest in the center (non-operative) position. The switches shall be appropriately labeled and shall operate as follows:

Upper Position:	Spring loaded,	Disconnect detector
Center Position:	Normal detector operation	
Lower Position:	Spring loaded,	Test call is placed to the controller

## **B.6 Cabinet and Cabinet Equipment**

1. The controller shall be furnished completely housed in a door-in-door ground mounted (without anchor bolts) metal cabinet of minimum size 44 inches wide, 25 inches deep and 58 inches high.

The cabinet shall be of clean cut design and appearance. The size of the cabinet shall be such as to provide ample space for housing the controller and all of the associated electrical devices which are to be furnished with the controller, together with any other auxiliary devices herein specified.

2. All cabinets shall have the following:
  - a. A 15 amp circuit breaker for auxiliary equipment.
  - b. A 2-pole 20-amp circuit breaker for street lighting, photo eye, and contactor.
  - c. A pedestrian push button optoisolator assembly providing four channels of isolation. Relays shall not be acceptable.
  - d. A valve type surge protector, as manufactured by Joslyn, catalog NO. L9200-10; General Electric, catalog no 9L15DCB002; or approved equal, shall be mounted internally within the traffic signal cabinet and shall be connected across the line terminals of the circuit breakers. A General Electric varistor, catalog no V150LA20A, shall be installed at the load terminals of each circuit breaker from the hot line to the ground conductor.
  - e. Incandescent lamp socket with 100 watt lamp.
  - f. Solid state NEMA flasher(s) with visual indicators and completely wired base, rated for at least 10 amps per circuit at 165 degrees F.
  - g. Control switches, including controller power switch, stop time switch and cabinet light switch.
  - h. All switches specified in sections B.5 and B.6.
  - i. All necessary fuses and circuit breakers.
  - j. All wiring harnesses including detector harnesses. Loop detector harness connector shall be MS3106B018-1S, fully wired, terminals I and J shall go to separate isolated terminals. A loop harness shall be provided for each loop as shown on the plans.
  - k. Duplex power receptacle. A 120 VAC 20 amp, NEMA 5-20R GFI convenience outlet shall be mounted in each cabinet for energizing equipment or tools. The outlet shall be fuse protected.
  - l. Radio interference filter. Each control cabinet shall be equipped with a single radio interference suppressor of sufficient ampere rating to handle the load requirements. The RIS shall be installed at the input power point. It shall minimize interference in both the broadcast and the aircraft frequencies, and shall provide a maximum attenuation of 50DB over a frequency range of from 200KHz to 75MHz, when used in connection with normal installations. The RIS shall be hermetically sealed in a substantial metal case which shall be filled with a suitable insulating compound. The terminals shall be nickel plated brass studs of sufficient external length to provide space to connect two no. 8 AWG wires and shall be so mounted that they cannot be turned in

- the case. Ungrounded terminals shall be properly insulated from each other, and shall maintain a surface leakage distance of not less than ¼ inch between any exposed current conductor and any other metallic parts. The terminals shall have an insulation factor of 100-200 megohms dependent upon external conditions. The RIS shall not be rated less than 35 amperes. The RIS shall be designed for operation on 115 VAC+10%, 60Hz, single phase circuits, and shall meet the standards of UL and Radio Manufacturer's Association.
- m. Cabinet grounding. In all controller cabinets and auxiliary cabinets, the AC common, the logic ground and the chassis ground shall be isolated from each other the same as detailed by NEMA Standard.
  - n. Suppressors. Each 120 VAC circuit that services an inductive device, such as a fan motor or a mechanical relay, shall have a suppressor to protect the controller's internal solid state devices from excessive voltage surges. Such suppressors shall be in addition to the surge protector at the input power point.
3. All conductors in the cabinet shall be number 22 AWG or larger, with a minimum of 19 strands and conforming to military specifications, Mil-W-16878D, type B or D vinyl nylon jacket, 600 volt, 105 degree C. All cabinets shall be factory wired.
  4. The cabinet shall provide weather protection and forced ventilation, air filters and heaters with adjustable thermostat switches to comply with the environmental and operating standards outlined in NEMA Specification TSI-1-1989. The heater supplied shall have an adjustable thermostat setting which varies from 0 degree to 40 degree. The cabinet shall provide reasonable vandalism protection. Access doors shall be provided with latches and a corbin lock, dust cap and key change LR6380. The small door shall be provided with standard police locks.
  5. Forced Ventilation. Controller cabinet containing solid state equipment shall be ventilated by means of 120 VAC, 60 Hz, tube axial compact type fan. The fan's free air delivery flow shall be greater than 100 CFM. The magnetic field of the fan motor shall not affect the performance of the control equipment. The fan bearings shall operate freely. The fan unit shall not crack, creep, warp or have bearing failure within a 7 year duty cycle. The maximum noise level shall be less than 40 decibels. The fan unit shall be corrosion resistant. The thermostat's turn on setting shall be adjustable from 90 to 120 degrees Fahrenheit. The fan shall run until the cabinet's temperature decreases to approximately 30 degrees below the turn on temperature setting. The fan shall be fused.
  6. Metal shelves shall be provided to support the controller and external equipment. The controller shall be mounted on the top shelf and not less than 38 inches above the bottom of the cabinet. There shall be a minimum of 10 inch vertical height for detector units.

7. Bus and flash transfer relays, flashers, load switches, circuit breakers and interference filters shall be located on a standard panel consistent with the intersection plan. Design shall facilitate field inspection and maintenance accessibility without excessive disassembly or special tools.
8. All cabinet inside and outside surfaces shall be primed with a phosphate treatment and primer. After priming, all exterior surfaces shall receive a minimum 2 coats of rust resistant grey enamel and interior surfaces shall be furnished with rust resistant high gloss white enamel.
9. Any cables, wires or circuits which are not being used shall be neatly folded and shall be capped. These wires shall be neatly tied and stowed away in or on the terminal facilities.
10. Terminal facilities arrangement shall be in a fashion so that trouble shooting of load bay or behind the load bay can be accomplished with simple tools. This means that the load bay will be hinged so that it can be dropped down for ease of maintenance. There will be sufficient slack in the load bay wiring to allow for dropping the load bay.
11. All control cables (i.e. detector harnesses, controller harnesses and harnesses which connect manual/vehicle detector switches) shall be protected by a nylon jacket or equivalent protection to prevent any contact with cabinet metal shelves, doors and any other sharp corners.
12. If any branch circuit wiring or control wiring does not conform to the wire specifications, the supplier will be considered as not meeting the specifications and proper corrective action will be exercised against the supplier.

### **B.7 Solid State Load Switches**

Load switches shall meet the requirements of NEMA-TS1 Part 5 for three circuit load switches.

Each load switch shall contain three individually replaceable, molded case, solid state relay modules. Each relay module shall utilize optical isolation between the control and the load circuits. The module shall have the functions and terminal assignments as specified in NEMA TS1-Part 5

Each panel of load switches shall be either rack mounted or shall have a switch support bracket extending across the entire length of the switch panel.

The load bay arrangement from left to right shall be as described below:

1. Vehicular phasing shall be grouped first – phase 1 through phase 8, inclusive.
2. Pedestrian phasing shall follow next – phase 2, phase 4, phase 6 and phase 8.
3. Any other special phasing shall be grouped last.

### **B.8 Equipment List and Drawings**

Detailed shop drawings of the control cabinet, equipment layout drawings and wiring diagrams of all equipment installed in the cabinet shall be submitted to the project engineer for approval. Two sets of cabinet wiring diagrams shall be contained in a heavy duty clear plastic envelope mounted on the inside of the front door.

### **B.9 Warranty**

1. The contractor shall certify that the equipment meets the required specification and shall provide a complete catalog description.
  - a. A warranty statement which stipulates that equipment to be supplied shall be warranted for two years from the date of purchase.
  - b. Operation manuals.
  - c. Maintenance manuals.
  - d. Schematic diagrams.
  - e. Component and equipment locations within the cabinet.
2. If a malfunction in the controller unit, or its auxiliary equipment occurs during the warranty period, the supplier shall, within 48 hours after notification (excluding Saturday and Sunday), furnish a like controller unit module, or auxiliary equipment, for use while the warranted unit is being repaired. The isolation of any malfunction during the warranty period shall be the responsibility of the supplier. After the supplier has repaired and returned the equipment, the city shall then return the spare component to the supplier.

### **B.10 Preemption**

1. General  
These specifications detail a preemptor program for use with 2 through 8 phase actuated controller.

The preemptor shall be capable of being adaptable to meet the various types of applications such as railroad, fire station, emergency vehicle and bridge preempts, simultaneously.

The preemptor shall be internal to the controller and shall not alter the controller capability or interchangeability under normal operation. The preemptor shall be completely programmable by the user in the field and have six separate sequences with each having high and low priority inputs capable of the following;

2. Preempt Program.
  - a. Preempt Registration. The preempt call input shall initialize preempt registration and start preempt sequence unless a priority call input is activated which would treat the current controller preemptions as normal operation and reinitiate call registration.

- b. Preempt Delay. As soon as the preempt call is registered, the preempt delay will begin timing unless preempt delay is set to zero or preempt delay omit was active during preempt call registration. Delay shall be programmable from 0 to 255 seconds minimum.
- c. As soon as preempt delay is timed out, current running phases not next to be common in the preempt sequence are cleared. If the running phases are green and must be cleared, special programmable values of minimum green, walk and pedestrian clearance intervals will time normal time. Concurrently a special preempt clearance is generated. This clearance is designed for advance track signals and any overlaps that make be green and require yellow clearance.
- d. Entry Clearance Phase(s) Select. Two sequential phases or phase pairs shall be available to be run as programmable fixed time intervals as an entry sequence. Two entry options shall be available, each programmable. The entry sequence shall be capable of being omitted entirely.
- e. Dwell Sequence. After the entry sequence, the preemptor shall enter the dwell sequence. During the dwell sequence the controller shall cycle between selected phases on a pre-timed or actuated basis. Pedestrian phasing may be normal or omitted entirely. When the dwell sequence is entered, a preempt dwell output shall be generated. The preemptor shall remain in dwell for the length of the dwell extension timer which shall be capable of being held in reset by the preempt call input. Dwell extension shall be omitable by setting the timer to zero.
- f. Exit Sequence. After leaving dwell, the controller shall enter one or two programmed exit phase(s) or phase pairs sequences. The sequence will time programmed minimum green and place a vehicle call on all phases not omitted. After time exit phase minimum green the controller shall time and sequence normally.
- g. Preempt Sequences. The preemptor shall provide a minimum of six different programmable preemption sequences. These preemption sequences shall be associated with separate preempt call inputs or the sequences may be linked to each other to create more sophisticated sequences.

### **B.11 Time Base Coordination.**

These specifications detail a time base coordinator program for use with 2 through 16 phase actuated controller.

The units shall allow traffic control equipment to be coordinated without requiring the use of interconnection cables. The units shall coordinate traffic control equipment based on signals from a precise time base which will allow output control signals to be changed at the proper preprogrammed time to achieve the coordinated operation of an intersection with other intersections or the desired operation of an isolated intersection. The time base coordinator may also be used as programmer for a master intersection controller which in turn is interconnected with secondary intersection controllers. The units shall also be capable of providing a command for MUTCD flash, and shall allow a full year program to

be initiated and carried out without the necessity of field adjustment for anticipated special events, etc.

### **B.12 Loop Detector Amplifiers**

The contractor shall provide the necessary Loop Detector Amplifiers as required on the plans. They shall be Eberle Design Inc. model (LMD 302T) two channel loop monitor or approved equal.

#### Materials and Construction Methods

All loop detector amplifiers supplied shall be two- channel, shelf mounted units with digital output timing and sequential scanning. The amplifier shall operate in compliance with all the requirements specified herein when connected to an inductance loop plus lead-in of from 0 to 1000 micro-henries with a loop parameter as low as 5.0 at the amplifiers operating frequency.

Each channel shall be self-tuning and shall be fully operational within one minute after power up. After a power interruption, the channel shall automatically return to normal operation. Two conventional single channel front panel mounted MS3102A 18-1P connectors for each amplifier shall be provided.

Each channel shall have a fail-safe design such that if the loop sensor circuit is broken, the channel shall output a continuous vehicle call.

The loop sensor shall be coupled to the channel input circuitry through isolation transformers. This arrangement shall provide continued operation of the channel even if the loop sensor in the street develops resistive leakage or becomes grounded.

Each amplifier shall have lightning protection as an integral part of its own circuitry. The protection shall enable the detector to withstand the discharge of a 10 microfarad capacitor, charged to + 1000 volts. The discharge shall be applied directly across the detector loop input pins with no loop load present. The protection shall also enable the detector to withstand the discharge from a 10 microfarad capacitor, charged to 1 to 2000 volts. The discharge shall be applied directly across either the detector loop input pins or across either side of the loop input pins to each ground. For this test, the detector chassis shall be grounded and the detector loop input pins shall have a 5.0 ohm dummy resistive load connected across them.

The detector circuits shall be so designed that changes due to environmental drift and applied power shall not cause an actuation. The detectors shall be capable of compensating or tracking for an environmental change of up to, but not exceeding,  $1 \times 10^{-3}$  3% charge in inductance per second. This requirement must be met within two hours after initial application of operation power.



Each detector channel shall have a minimum of three sensitivity settings and these shall be front panel selectable. The most sensitive setting shall respond to an inductance change of 0.02%. The least sensitive setting may be chosen by the manufacturer such that accurate and repeatable occupancy measurements may be obtained. This setting must cause the detector channel to respond to a 0.14-0.4% change in inductance.

Each detector channel shall have a front panel mounted indicator to provide a visual indication of each vehicle detection. A detector channel shall not cross talk with any other channel within the same module.

The unit shall operate over input voltage from 95VAC TO 135VAC and shall neither originate nor be sensitive to electrical transients in excess of proposed NEMA standards. Varistors shall be provided between power lines to limit transient voltages.

Extension and delay timing shall be provided for each channel independently as described below:

**Delay Timing.** Delay detector output for selected interval of 1 to 30 seconds in 1 second increments. Each new detection restarts the delay timer. All channels to be provided.

**Extension Timing.** Extends vehicle calls up to 7.75 seconds in .050 second increments. All channels to be provided.

**Green Gating.** Green signals from the controller shall be wired to the detector to modify timing functions. When green is true, delay timing is disabled. When green is false, extension timing is disabled. The green input signals may be DC or direct line voltage AC.

**Smart Indicators.** Normal indicator operation is provided when neither timer is active. Delay and extensions are distinguished by 4 hertz and 16 hertz flashing, respectively.

### **B.13 Controller Operation.**

Consistent with customary trade practices, the manufacturer shall furnish a warranty for all electrical or mechanical equipment described herein. The contractor shall turn such warranty over to the owner for potential dealing with the guarantor.

If the contractor is the guarantor, he specifically waives the requirements of Section 289.14(2), Wisconsin Statutes, and agrees as a condition of the contract that the owner may maintain an action against him at any time during the warranty period for recovery of damages which the city may have sustained by reason of the failure the contractor to comply with the provisions of the warranty provided to the owner.

During the installation and testing of the controller, the contractor shall provide, at his own expense, a competent representative to oversee, direct and manage the installation and testing of the controller. In the final stages of installation and testing, the manufacturer's representative shall be available at the job site for consultation until such time as the controller operation is tested and accepted.

### **C Construction**

Install the cabinet and necessary wiring, miscellaneous accessories, and hardware as required for a complete and fully operational unit. Follow manufacturer instructions for installation.

Install the traffic signal cabinet on the concrete control cabinet base the same day it is delivered to the site location.

Notify Tim Montour, (920) 967-3612, City of Menasha Engineering Supervisor three business days prior to the turning on the traffic signal for City of Menasha coordination.

### **D Measurement**

The department will measure Traffic Signal Controller and Cabinet (Racine St and 9<sup>th</sup> St) as each unit of work, acceptably completed.

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.450	Traffic Signal Controller and Cabinet (Racine St and 9 <sup>th</sup> St)	Each

Payment is full compensation for furnishing and installing the signal controller and conflict monitor together with cabinet, switches for flashing operation and fittings as are necessary to assure that the controller will perform said functions; and for all labor, tools, equipment and incidentals necessary to complete the work.

## **18.9 Temporary Signals Racine St and 9th St, Item SPV.0105.004.**

### **A Description**

This special provision describes utilizing the permanent signals at the intersection of Racine St/Rd and 9<sup>th</sup> St in a temporary manner during Stage 2 construction. The contractor shall cover all unused traffic signal heads prior to the opening of Stage 2 traffic at the intersection of 9<sup>th</sup> St and Racine Rd. Coordinate with the engineer as to which heads will be covered.

Work with the engineer and the City of Menasha for any applicable signal retiming as necessary to operate the intersection during Stage 2 of construction. Temporary signal timing is shown in the table below.

<u>RACINE STREET and 9TH STREET</u> RACINE ROAD STAGE 2 CLOSURE									
TIMING/COORDINATION DATA									
CYCLE REFERENCE:									
TIMING PLAN 1	PHASE	1	2	3	4	5	6	7	8
	MINIMUM GREEN	6		7	7		30		7
	MAXIMUM GREEN 1	15		15	30		40		30
	YELLOW CHANGE	4	4	4	4		4		4
	RED CLEARANCE	1	2	1	2.5		2		2.5
	WALK		7		7		7		
	PEDESTRIAN CLEAR		17		23		17		
	MODE		MIN				MIN		
	OFFSET:	N/A							
	CYCLE LENGTH:	RUNS FREE							
TIME OF DAY:		ALL-DAY							
DAY OR WEEK:		SUNDAY-SATURDAY							

The contractor will be responsible for the signal head covers including installation and maintenance of the covers. The City of Menasha will be responsible for the permanent signal equipment during Stage 2.

Upon completion of Stage 2, the contractor shall remove the signal head covers. The City of Menasha will re-program the signal timing in the cabinet for permanent operation. Contact Tim Montour, (920) 967-3612, City of Menasha Engineering Supervisor with three days advance notice to implement permanent signal timing.

## **B Materials**

Hood materials shall be burlap, canvas, nylon or other opaque covering materials approved by the engineer. Plastic trash bags or similar materials are not acceptable. The hood shall be black to match the existing traffic signal backplates. The hood shall cover the entire face of the traffic signal head to the rim of the backplate. The hoods must not damage the existing traffic signal heads or backplates.

The hoods must be securely fastened to the existing traffic signal head with nylon rope, straps or other materials approved by the engineer. Tape or similar materials are not acceptable. The straps must not damage the existing traffic signal heads or backplates.

## **C Construction**

Cover the entire face of the signal head to the rim of the backplate with the approved cover materials. Securely fasten the hood to the existing traffic signal head with the approved materials. Ensure that the traffic signal indications are not visible.

The hoods must be maintained until the permanent traffic signals are reactivated.

Remove the traffic signal hoods upon project completion.

**D Measurement**

The department will measure Temporary Signal Racine St and 9<sup>th</sup> St, furnished, installed, and completely operational, as a single complete unit of work, complete 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.0105.004	Temporary Signals Racine St and 9 <sup>th</sup> St	LS

Payment is full compensation for furnishing and installing all required traffic signal hoods, materials, and supplies; for maintaining the traffic signal hoods; for removing the traffic signal hoods; and for cleaning up and properly disposing of waste.

**19. Intelligent Transportation Systems (Vacant).****20. Landscaping.****1. General**

*Amend standard spec 632.2.2.1 to include the following:*

All plants shall be grown within the states of Wisconsin, Minnesota, Michigan, or parts of northern Illinois located within Zone 5 of the “Plant Hardiness Zone Map” produced by the United States Department of Agriculture, Miscellaneous Publication No. 1475, issued January, 2012.

**2. Plant Availability**

*Amend standard spec 632.2.2.9.1 to include the following:*

Plant materials specified for fall planting, that require spring digging, shall be reserved by the contractor in advance of the project to allow plant installation in conformance with the project schedule.

Spring dug plants shall be placed in a holding area where the root ball shall be covered to the existing soil line with hardwood bark mulch or a material approved the Landscape Architect. Holding area shall allow for watering and protection from wind and sun. All plants in leaf shall be sprayed with an anti-descant in conformance with standard spec 632.2. Plants may be held by either the contractor or supplier.

**21. Landscape Planting Surveillance and Care Cycles.**

If the care specialist fails to perform any of the required care cycles as specified in standard spec 632.3.19.1, the department will assess daily damages in the amount of \$200.00 to cover the cost of performing the work with other forces. The department will assess these

damages for each day the requirements of the care cycle remain incomplete, except when the engineer extends the required time period.  
632-005 (20070510)

## **21.1 Planting Mix, Item SPV.0035.501.**

### **A Description**

This special provision describes furnishing and installing Planting Mix at the locations shown on the plans and according to the requirements of standard spec 632, the plans, and as hereinafter provided.

### **B Materials**

The landscape contractor who is responsible for furnishing and installing plant material shall also be solely responsible for obtaining planting mix components, blending the mix to the specified proportions, and for furnishing and installing the planting mix.

#### **B.1 Planting Mix**

The planting mix consists of the following blend by volume:

- 2 parts topsoil. Topsoil shall conform to standard spec 625.
- 1 part sand. Obtain the engineer's approval for the sand.
- 1 part compost. Compost shall be either well-rotted shredded leaf mulch, free of disease; or well-rotted, unbleached, stable or cattle manure containing no more than 25 percent by volume of straw, sawdust, or other bedding materials and free of toxic substances. Either shall be free of stones, sticks, soil, weed seeds, debris, and other material harmful to plant growth.
- 1 part peat moss. Peat moss shall conform to standard spec 632.

### **C Construction**

#### **C.1 Coordination**

Planting Mix shall be delivered to project site and installed no more than seven days before the start of planting operations for areas receiving Planting Mix. It is the sole responsibility of the landscape contractor to fully coordinate and schedule the delivery and installation of the Planting Mix with the delivery and installation of all landscape plant materials.

#### **C.2 Planting Mix Preparation and Placement**

Contractor shall provide, in writing to the supervising engineer, a list of all materials used in Planting Mix including manufacturers and quantities and shall ensure that all materials meet the standards set forth in standard spec 625 and 632 and produce a planting mix that provides a stable, healthy soil for plant growth.

Prepare areas to receive planting mix by removing any construction materials, stone, or other debris larger than 2" in length or diameter for all areas.

Supply Planting Mix for the central islands of roundabouts and for specialized planting beds as indicated in the plans.

Distribute Planting Mix over entire planting bed area and fine grade to match grades as indicated on plans or to adjacent back of curb or other hardscape surface as indicated on plans and account for settling. Place Planting Mix in 6-inch to 8-inch lifts, watering in or tamping to reduce settling potential. Planting mix shall be placed to a depth of 24", in the central islands of roundabouts and in median perennial beds as indicated in the plans.

Obtain approval of Planting Mix depths, locations, and elevations by supervising engineer prior to planting.

#### **D Measurement**

The department will measure Planting Mix by the cubic yard, acceptably completed.

#### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0035.501	Planting Mix	CY

Payment is full compensation for furnishing and installing all materials.  
(NER-20150717)

## **22. Miscellaneous – Incidental Construction.**

### **22.1 Fence Safety, Item 616.0700.S.**

#### **A Description**

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

#### **B Materials**

Furnish notched conventional metal "T" or "U" shaped fence posts.

Furnish fence fabric meeting the following requirements.

Color:	International orange (UV stabilized)
Roll Height:	4 feet
Mesh Opening:	1 inch min to 3 inch max
Resin/Construction:	High density polyethylene mesh
Service Temperature:	-60° F to 200° (ASTM D648)
Tensile Yield:	Avg. 2000 lb per 4 ft. width (ASTM D638)
Ultimate Tensile Strength:	Avg. 3000 lb per 4 ft. width (ASTM D638)
Elongation at Break (%):	Greater than 100% (ASTM D638)
Chemical Resistance:	Inert to most chemicals and acids

### **C Construction**

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

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

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

### **D Measurement**

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

### **E Payment**

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

ITEM NUMBER	DESCRIPTION	UNIT
616.0700.S.	Fence Safety	LF

Payment is full compensation for furnishing and installing fence and posts; maintaining the fence and posts in satisfactory condition; removing and disposing of fence and posts at project completion; and for furnishing all labor, tools, equipment and incidentals necessary to complete the work.

616-030 (20070510)

## **22.2 Survey Project 1517-75-76, Item SPV.0105.002.**

### **A Description**

Modify standard spec 105.6 and 650 to define the requirements for construction staking for this contract.

*Replace standard spec 105.6.2 with the following:*

The department will not perform any construction staking for this contract. Perform all survey required to layout and construct the work under this contract, subject to engineer's approval.

*Delete standard spec 650.1.*

### **B (Vacant)**

### **C Construction**

Survey required under this item shall be according to all pertinent requirements of standard spec 650 and shall include all other miscellaneous survey required to layout and construct all work under this contract.

**D Measurement**

The department will measure Survey Project 1517-75-76 as a single lump sum unit of work, acceptably completed.

**E Payment**

*Replace standard spec 650.5 with the following:*

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0105.002	Survey Project 1517-75-76	LS

Payment is full compensation for performing all survey work required to layout and construct all work under this contract. No additional payments will be made for re-staking due to construction disturbance and knock-outs.

(NER441-20150117)



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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   6   (number) TrANS Graduate(s) be utilized on this contract.

- 2) **On-the-Job Training, Item ASP.1T0A, ASP 1 Apprentice.** At the rate of \$5.00 per hour on federal aid projects at the point when an employee who came out of the TrANS Program is subsequently entered into an apprenticeship contract in an underutilized skilled trade (this will include the Skilled Laborer Apprenticeship when that standard is implemented).

Eligibility and Duration: To the employing contractor, for the length of time the TrANS graduate is in apprentice status.

Contract Goal: To maintain the intent of the Equal Employment Opportunity program, it is a goal that   3   (*number*) TrANS Apprentice(s) be utilized on this contract.

- 3) The maximum duration of reimbursement is two years as a TrANS graduate plus time in apprentice status.
- 4) If a TrANS program is not available in the contractor's area and another training program is utilized, payment of On-the-Job Training hours may be approved by the Wisconsin Department of Transportation (WisDOT) if the training program meets the established acceptance criteria. Only On-the-Job Training Hours accumulated after WisDOT approval will be reimbursed as specified under Items ASP.1T0G and ASP.1T0A. For more information, contact the Disadvantaged Business Enterprise Office at the phone numbers listed above.
- 5) WisDOT reserves the right to deny payments under items ASP.1T0G and ASP.1T0A if the contractor either fails to provide training or there is evidence of a lack of good faith in meeting the requirements of this training special provision.

## ***I. RATIONALE AND SPECIAL NOTE***

The \$5.00 per hour now being paid for TrANS placements is intended to cover the duration of two years to allow for reaching entry-level laborer status. An additional incentive, the \$5.00 rate, would promote movement into the underutilized skilled trades' apprenticeships and applies until the individual completes their apprenticeship. These incentives benefit TrANS candidates by giving them a better opportunity to enter a skilled trade; benefits contractors who will be assisted in meeting their EEO profiles and goals; and benefits the public who will see the program reinforce larger public-private employment reform in Wisconsin. The pool of TrANS graduates was created for the purpose of addressing underutilization in the skilled trades, an objective that is further reinforced by a parallel retention pilot program, known as the Companywide Reporting. *Whether or not reimbursement is involved, the WisDOT reassures contractors who are in the Companywide Program that TrANS placements still contribute toward fulfilling the new hire goal of 50% women and minorities.* Based on data administered by United States Department of Labor (US DOL), the highway skilled trades remain underutilized for women statewide (less than 6.9%); and for minorities in all counties (% varies by county).

NOTE: *Unless using other advancement strategies, contractors are encouraged to use some or all of this monetary incentive to offset the cut in hourly wages an individual may incur when entering an apprenticeship if the full general laborer hourly rate has been previously paid. No special accounting measures are required.*

## ***II. IMPLEMENTATION***

The implementation of ASP 1 is intended to cover only the amount of time it takes for underutilization to be resolved across the trades. This will be measured annually at the county and/or state levels using data administered by WisDWD in relation to goals set by the USDOL-

OFCCP. With appropriate state and federal approvals, we may also do some measurement at the company level.

It is the contractor's responsibility to note on their Certified Payrolls if their employee is a TrANS graduate or a TrANS apprentice. The District EEO Coordinators utilize the information on the Certified Payrolls to track the hours accumulated by TrANS Graduates and TrANS apprentices on WisDOT contracts. Payment under this ASP 1 is made based on the hours recorded off of the Certified Payrolls. Tracking may eventually include improved linkages with the WisDWD apprentice database, information from company and committee level sources.

TrANS is nondiscriminatory by regulation, and is a tool for optional use by contractors to address the underutilization of women and minorities as laborers and apprentices in our industry's skilled trades.

#### **IV. TRANS TRAINING**

As part of the contractor's equal employment opportunity affirmative action program, training shall be provided to employees enrolled in apprenticeship and on-the-job training programs as follows:

The contractor shall provide on-the-job training aimed at developing full journey workers in the type of trade or job classifications involved. In the event the contractor subcontracts a portion of the contract work, the contractor shall determine how many, if any, of the trainees are to be trained by the subcontractor provided, however, that the contractor shall retain the primary responsibility for meeting the training requirements imposed by this special provision. The contractor shall also insure that this training special provision is made applicable to such subcontract.

Training and upgrading of minorities and women toward journey workers status is a primary objective of this training special provision. Accordingly, the contractor shall make every effort to enroll minority trainees and women (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority trainees and women trainees); to the extent such persons are available within a reasonable area of recruitment. The contractor will be given an opportunity and will be responsible for demonstrating the steps that they have taken in pursuance thereof, prior to determination as to whether the contractor is in compliance with this training special provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

No employee shall be employed as a trainee in any classification in which they have successfully completed a training course leading to journey workers status or in which they have been employed as a journey worker. The contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used, the contractor's records should document the findings in each case.

#### **V. APPRENTICESHIP TRAINING**

The Federal Highway Administration's (FHWA) policy is to require full use of all available training and skill improvement opportunities to assure increased participation of minority groups, disadvantaged persons and women in all phases of the highway construction industry. The FHWA On-the-Job Training (OJT) Program requires the State transportation agencies (STAs) to establish apprenticeships and training programs targeted to move women, minorities, and disadvantaged individuals into journey-level positions to ensure that a competent workforce is available to meet highway construction hiring needs, and to address the historical underrepresentation of members of these groups in highway construction skilled crafts.

The OJT Supportive Services (OJT/SS) Program was established in Title 23 Code of Federal Regulations (CFR), Part 230) to supplement the OJT program and support STA training programs by providing services to highway construction contractors and assistance to highway construction apprentices and trainees. The primary objectives of OJT/SS are:

- (1) To increase the overall effectiveness of the State highway agencies' approved training programs.
- (2) To seek other ways to increase the training opportunities for women, minorities, and disadvantaged individuals.

The STAs are responsible for establishing procedures, subject to the availability of Surface Transportation and Bridge Funds under 23 U.S.C. §140(b) (Nondiscrimination), for the provision of supportive services with respect to training programs approved under 23 CFR, Part 230(a) (Equal Employment Opportunity on Federal and Federal-aid Construction Contracts – including Supportive Services).

The contractor and subcontractor shall maintain records to demonstrate compliance with these apprenticeship requirements. Reasonable exemptions and modifications to and from any or all of these requirements will be determined by the Wisconsin Department of Transportation-Civil Rights Office. A request for an exemption or modification, with justification, shall be made in writing, addressed to WisDOT Civil Rights Office, 4802 Sheboygan Avenue, P.O. Box 7965, Rm. 451, Madison, WI 53707.

### ADDITIONAL SPECIAL PROVISION 3 DISADVANTAGED BUSINESS ENTERPRISE PROGRAM

#### 1. Description

##### General

- a. The disadvantaged business enterprise (DBE) requirements of 49 CFR Part 26 apply to this contract. The department's DBE goal is shown on the cover of the bidding proposal. The contractor can meet the specified contract DBE goal by procuring services or materials from a DBE or by subcontracting work to 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.
- b. 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.
- c. The department encourages the contractor to assist and develop DBE firms to become fully knowledgeable contractors to successfully perform on its contracts.
- d. For information on the disadvantaged business program, visit the department's Civil Rights and Compliance Section website at:

<http://wisconsin.gov/Pages/doing-bus/civil-rights/dbe/default.aspx>

#### 2. Definitions

- a. Interpret these terms, used throughout this additional special provision, as follows:
  - i. **Bid Percentage:** The DBE percentage indicated in the bidding proposal at the time of bid.
  - ii. **DBE:** A disadvantaged business enterprise (DBE) certified as a DBE by the department and included on the department's list of certified DBE's who are determined to be ready, willing and able.
  - iii. **DBE goal:** The amount of DBE participation expected in the contract as shown on the cover of the Highway Work Proposal.
  - iv. **Discretionary Goal:** A contractor assigned DBE goal, typically abbreviated as "Disc" on the cover of the Highway Work Proposal, which is enforced as committed.
  - v. **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.
  - vi. **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.
  - vii. **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, including projects with discretionary goals. 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. 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. Department's DBE Evaluation Process**

##### **a. Documentation Submittal**

Within 10 business days after the notification of contract award, 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] and all necessary attachment A forms, as well as, Good Faith Waiver Form [DT1202] and supporting documentation as necessary. If the contractor fails to furnish the required forms 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.

##### **i. 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 achieved. If the DBE commitment is verified, the contract is eligible for execution with respect to the DBE commitment.

##### **ii. Bidder Does Not Meet DBE Goal**

- (1) 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 Waiver 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 waiver request.
- (2) The department will review the bidder's good faith waiver request and notify the bidder of one of the following:
  - a. If the department grants a good faith waiver, the bid is eligible for contract execution with respect to DBE commitment.
  - b. If the department rejects the good faith waiver request, the department may declare the bid ineligible for execution. The department will provide a written explanation of why the good faith waiver request was rejected. The bidder may appeal the department's rejection as allowed under 7 a. & b.

#### **5. Department's Criteria for Good Faith Effort**

The Code of Federal Regulations {CFR}, 49 CFR Part 26-Appendix A, is the guiding regulation concerning good faith efforts. However, the federal regulations do not 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 process when making a determination of good faith.

- a. The department will only grant a good faith waiver 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 waiver 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.

- b. 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.
- c. Prime Contractors should:
  - i. 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.
  - ii. 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.
    - (1) Solicit quotes through all reasonable and available means from certified DBE firms who match 'possible items to subcontract' and send copies to DBESS office, highlighting areas in which you are seeking quotes. Email is acceptable.
    - (2) 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 {ideally two Fridays before the letting} to allow DBE firms sufficient time to respond. Prime contractors should contact DBE firms early, asking them if they need help in putting together a quote, or helping to arrange for equipment needs, or solve other problems.
    - (3) Second solicitation should take place within 5 days
      - a. An email solicitation is highly recommended for this second solicitation
    - (4) 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.
    - (5) When potential exists, advise interested DBE firms on how to obtain bonding, line of credit or insurance as may be requested.
    - (6) 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. Copy of the DBE quotes
      - e. Signed copy of Bid Express SBN Record of Subcontractor Outreach Effort.

- d. Evaluate DBE quotes as documentation is critical if the prime does not utilize the DBE firm's quote for any reason.
- i. 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 directly regarding their ability to perform the work indicated in the UCP directory as their work area [NAICS code]; only the work area and/or NAICS code listed in the UCP directory will be counted for DBE credit. Documentation of the conversation is required.
  - ii. In striving to meet a DBE conscious 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.
  - iii. **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.
    - (1) Compare bid items common to both quotes, noting the reasonableness in the price comparison.
    - (2) 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.
- e. After notification of contract award, submit '**Commitment to Subcontract**' form within the time period specified in the contract.
- i. Provide the following information along with department form DT1202:
    - (1) The names, addresses, e-mail addresses, telephone numbers of DBE's contacted. The dates of both initial and follow-up contact. A printed copy of SBN solicitation is acceptable.
    - (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.
    - (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.
- f. The department's DBE Support Services Office is available by phone, email or in writing to request assistance in meeting the DBE goal:

DBE Support Services Office  
6150 Fond du Lac Ave.  
Milwaukee, WI 53218  
Phone: 414-438-4583 / 608-266-6961  
Fax: 414-438-5392  
E-mail: [DOTDBESupportServices@dot.wi.gov](mailto:DOTDBESupportServices@dot.wi.gov)



**6. Bidder's Appeal Process**

- a. A bidder can appeal the department's decision to deny the bidder's good faith waiver request. 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 notice of rejection of a good faith waiver request under constitutes a forfeiture of the bidder's right of appeal. If the bidder does not appeal, the department may declare the bid ineligible for execution.
- 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 7 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.

**7. Department's Criteria for DBE Participation**

**Department's DBE List**

- a. The department maintains a DBE list on the department's website  
<http://wisconsindot.gov/Documents/doing-bus/civil-rights/dbe/ucp-directory.xlsx>
- b. The DBE office is also available to assist at 414-438-4583 or 608-266-6961.

**8. 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 the DBE's ability to perform the work with the use of the UCP directory.

**9. Commercially Useful Function**

- a. The department counts expenditures of a DBE toward the DBE goal only if the DBE is performing a commercially useful function on that contract.
- b. A DBE is performing a commercially useful function if the following conditions are met:
- c. 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.
- d. For materials and supplies, the DBE is responsible for negotiating price, determining quality and quantity, ordering, and paying for those materials and supplies.

**10. Trucking**

All bidders are expected to adhere to the department's current trucking policy posted on the HCCI website

<http://wisconsindot.gov/Documents/doing-bus/civil-rights/dbe/trucking-utilization-policy.pdf>

**11. Manufacturers and Suppliers**

The department counts material and supplies a DBE provides under the contract. The department will give full credit toward the DBE goal if the DBE is a manufacturer of those materials or supplies. The department will give 60 percent credit toward the DBE goal if the DBE is merely a supplier of those materials or supplies. 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.

**12. DBE Prime**

If the prime contractor is a DBE, the department will only count the work the contractor performs with its own forces, the work DBE subcontractors perform, and the work DBE suppliers or manufacturers perform.

**13. 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.

**14. Mentor Protégé**

- a. If a DBE performs as a participant in a mentor protégé agreement, the department will credit the portion of the work performed by the DBE protégé firm
- b. On every other project that the mentor protégé team identifies itself on.
- c. For no more than one half of the total contracted DBE goal on any WisDOT project.

**15. DBE Replacement**

In the event a Prime Contractor needs to replace a DBE firm originally listed on the approved DBE Commitment Form DT1506, the Prime Contractor must comply with the department's DBE Replacement Policy located on the DBE page on the following web site:

<http://wisconsindot.gov/Documents/doing-bus/civil-rights/dbe/policy-statement.pdf>

**16. Changes to the approved DBE Commitment Form DT1506**

If there are any changes to the approved Commitment to Subcontract to DBE Form DT1506, the prime contractor must submit a revised DBE Commitment Form DT1506 and relevant attachment A(s) to the DBE Programs Office within 5 business days.

**17. 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.

**18. 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

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Our company is considering bidding on the projects indicated on the next page, as a prime and/or a subcontractor for the Wisconsin Department of Transportation Month- date -year Letting. Page 2 lists the projects and work items that we may subcontract for this letting. We are interested in obtaining subcontractor quotes for these projects and work categories. Also note that we are willing to accept quotes in areas we may be planning to perform ourselves as required by federal rules.

Please review page 2, respond whether you plan to quote, highlight the projects and work items you are interested in performing and return it via fax or email within 3 days. Plans, specifications and addenda are available through WisDOT at the DBE Support Services office or at the Highway Construction Contract Information (HCCI) site at <http://roadwaystandards.dot.wi.gov/hcci/>

Your quote should include all of the costs required to complete the items you propose to perform including labor, equipment, material, and related bonding or insurance. The quote should note items that you are DBE certified to perform, tied items, and any special terms. Page 2, with the indicated projects and items you plan to quote, should be used as a cover sheet for your quote.

Please make every effort to have your quotes into our office by time deadline the prior to the letting date. **Make sure the correct letting date, project ID and proposal number, unit price and extension are included in your quote.** We prefer quotes be sent via SBN but prime's alternative's are acceptable. Our office hours are include hours and days. Please call our office as soon as possible prior to the letting if you need information/clarification to prepare your quote at contact number.

If you wish to discuss or evaluate your quote in more detail, contact us after the contract is awarded. Status of the contract can be checked at WisDOT's HCCI site at <http://roadwaystandards.dot.wi.gov/hcci/>

All questions should be directed to:

Project Manager, John Doe,  
Phone: (000) 123-4567  
Email: [Joe@joetheplumber.com](mailto:Joe@joetheplumber.com)  
Fax: (000) 123- 4657

## Sample Contractor Solicitation Letter Page 2

*This sample is provided as a guide not a requirement*

### REQUEST FOR QUOTATION

Prime's Name: \_\_\_\_\_

Letting Date: \_\_\_\_\_

Project ID: \_\_\_\_\_

**Please check all that apply**

- ☐ Yes, we will be quoting on the projects and items listed below
- ☐ No, we are not interested in quoting on the letting or its items referenced below
- ☐ Please take our name off your monthly DBE contact list
- ☐ We have questions about quoting this letting. Please have some one contact me at this number

**Prime Contractor 's Contact Person**

Phone: _____
Fax: _____
Email: _____
_____

**DBE Contractor Contact Person**

Phone: _____
Fax: _____
Email: _____
_____

**Please circle the jobs and items you will be quoting below**

Proposal No.	1	2	3	4	5	6	7
County							

**WORK DESCRIPTION:**

Clear and Grub	X		X	X		X	X
Dump Truck Hauling	X		X	X		X	X
Curb & Gutter/Sidewalk, Etc.	X		X	X		X	X
Erosion Control Items	X		X	X		X	X
Signs and Posts/Markers	X		X	X		X	X
Traffic Control		X	X	X		X	X
Electrical Work/Traffic Signals		X	X	X		X	
Pavement Marking		X	X	X	X	X	X
Sawing Pavement		X	X	X	X	X	X
QMP, Base	X	X		X	X	X	X
Pipe Underdrain	X			X			
Beam Guard				X	X	X	X
Concrete Staining							X
Trees/Shrubs	X						X

Again please make every effort to have your quotes into our office by time deadline prior to the letting date.

We prefer quotes be sent via SBN but prime's preferred alternative's are acceptable.

If there are further questions please direct them to the prime contractor's contact person at phone number.

## **APPENDIX B BEST PRACTICES FOR PRIME CONTRACTOR & DBE SUBCONTRACTOR GOOD FAITH EFFORT**

*This list is not a set of requirements; it is a list of potential strategies*

### **Primes**

- Prime contractor open houses inviting DBE firms to see the bid “war room” or providing technical assistance
- Participate in speed networking and mosaic exercises as arranged by DBE office
- Host information sessions not directly associated with a bid letting;
- Participate in a formal mentor protégé or joint venture with a DBE firm
- Participate in WisDOT advisory committees i.e. TRANSAC, or Mega Project committee meetings
- Facilitate a small group DBE ‘training session’ Clarifying how your firm prepares for bid letting, evaluates subcontractors, preferred qualifications and communication methods
- Encourage subcontractors to solicit and highlight DBE participation in their quotes to you
- Quality of communication, not quantity creates the best results. Contractors should do as thorough a job as possible in communicating with DBE firms before the bid and provide any assistance requested to assure best possible bid.

### **DBE**

- DBE firms should contact primes as soon as possible with questions regarding their quotes or bid; seven days prior is optimal.
- Continually check for contract addendums on the HCCI website through the Thursday prior to letting to stay abreast of changes.
- Review the status of contracts on the HCCI website reviewing the ‘apparent low bidder’ list, and bid tabs at a minimum.
- Prepare a portfolio or list of related projects and prime and supplier references; be sure to note transportation-related projects of similar size and scope, firm expertise and staffing.
- Participate in DBE office assessment programs
- Participate on advisory and mega-project committees
- Sign up to receive the DBE Contracting Update
- Consider membership in relevant industry or contractor organizations
- Active participation is a must. Quote as many projects as you can reasonably work on; quoting the primes and bidding as a prime with the department are the only ways to get work.

## APPENDIX C

### Types of Efforts considered in determining GFE

*This list represents concepts being assessed; analysis requires additional steps*

1. Whether the contractor attended any pre-solicitation or pre-bid meetings that were scheduled by WisDOT to inform DBEs of contracting and subcontracting opportunities;
2. Whether the contractor provided written notice to a reasonable number of specific DBEs that their interest in the contract was being solicited, in sufficient time to allow the DBEs to participate effectively;
3. Whether the contractor followed up initial solicitations of interest by contacting DBEs to determine if the DBEs were interested; returned the phone calls of interested DBE firms.
4. Whether the contractor selected portions of the work to be performed by DBEs in order to increase the likelihood of meeting the DBE goal;
5. Whether the contractor provided interested DBEs with adequate information about the plans, specifications and requirements of the contract;
6. Whether the contractor negotiated in good faith with interested DBEs, not rejected DBEs as unqualified without sound reasons based on a thorough investigation of their capabilities;
7. Whether the contractor made efforts to assist interested DBEs in being more competitive.
8. Whether the contractor effectively used the services of available minority community organizations: minority contractors groups, local, state, and Federal minority business assistance offices, and other organizations that provide assistance to small businesses and DBE firms.
9. Whether Prime used CRCS to identify DBE who specialize in relevant work areas.
10. Whether the contractor used available resources including contacting the DBE office, using WisDOT's website
11. Whether the contractor returned calls of firms expressing interest in a timely manner.

**APPENDIX D**  
**Good Faith Effort Evaluation Guidance**  
*Excerpt from Appendix A of 49 CFR Part 26*

**APPENDIX A TO PART 26 -- GUIDANCE CONCERNING GOOD FAITH EFFORTS**

- I. When, as a recipient, you establish a contract goal on a DOT assisted contract, a bidder must, in order to be responsible and/or responsive, make good faith efforts to meet the goal. The bidder can meet this requirement in either of two ways. First, the bidder can meet the goal, documenting commitments for participation by DBE firms sufficient for this purpose. Second, even if it doesn't meet the goal, the bidder can document adequate good faith efforts. This means that the bidder must show that it took all necessary and reasonable steps to achieve a DBE goal or other requirement of this part which, by their scope, intensity, and appropriateness to the objective, could reasonably be expected to obtain sufficient DBE participation, even if they were not fully successful.
- II. In any situation in which you have established a contract goal, part 26 requires you to use the good faith efforts mechanism of this part. As a recipient, it is up to you to make a fair and reasonable judgment whether a bidder that did not meet the goal made adequate good faith efforts. It is important for you to consider the quality, quantity, and intensity of the different kinds of efforts that the bidder has made. The efforts employed by the bidder should be those that one could reasonably expect a bidder to take if the bidder were actively and aggressively trying to obtain DBE participation sufficient to meet the DBE contract goal. Mere pro forma efforts are not good faith efforts to meet the DBE contract requirements. We emphasize, however, that your determination concerning the sufficiency of the firm's good faith efforts is a judgment call: meeting quantitative formulas is not required.
- III. The Department also strongly cautions you against requiring that a bidder meet a contract goal (i.e., obtain a specified amount of DBE participation) in order to be awarded a contract, even though the bidder makes an adequate good faith efforts showing. This rule specifically prohibits you from ignoring bona fide good faith efforts.
- IV. The following is a list of types of actions which you should consider as part of the bidder's good faith efforts to obtain DBE participation. It is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.
  - A. Soliciting through all reasonable and available means (e.g. attendance at pre-bid meetings, advertising and/or written notices) the interest of all certified DBEs who have the capability to perform the work of the contract. The bidder must solicit this interest within sufficient time to allow the DBEs to respond to the solicitation. The bidder must determine with certainty if the DBEs are interested by taking appropriate steps to follow up initial solicitations.
  - B. Selecting portions of the work to be performed by DBEs in order to increase the likelihood that the DBE goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces.
  - C. Providing interested DBEs with adequate information about the plans, specifications, and requirements of the contract in a timely manner to assist them in responding to a solicitation.



- D.
    - (1) Negotiating in good faith with interested DBEs. It is the bidder's responsibility to make a portion of the work available to DBE subcontractors and suppliers and to select those portions of the work or material needs consistent with the available DBE subcontractors and suppliers, so as to facilitate DBE participation. Evidence of such negotiation includes the names, addresses, and telephone numbers of DBEs that were considered; a description of the information provided regarding the plans and specifications for the work selected for subcontracting; and evidence as to why additional agreements could not be reached for DBEs to perform the work.
    - (2) A bidder using good business judgment would consider a number of factors in negotiating with subcontractors, including DBE subcontractors, and would take a firm's price and capabilities as well as contract goals into consideration. However, the fact that there may be some additional costs involved in finding and using DBEs is not in itself sufficient reason for a bidder's failure to meet the contract DBE goal, as long as such costs are reasonable. Also, the ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the bidder of the responsibility to make good faith efforts. Prime contractors are not, however, required to accept higher quotes from DBEs if the price difference is excessive or unreasonable.
  - E. Not rejecting DBEs as being unqualified without sound reasons based on a thorough investigation of their capabilities. The contractor's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non solicitation of bids in the contractor's efforts to meet the project goal.
  - F. Making efforts to assist interested DBEs in obtaining bonding, lines of credit, or insurance as required by the recipient or contractor.
  - G. Making efforts to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services.
  - H. Effectively using the services of available minority/women community organizations; minority/women contractors' groups; local, state, and Federal minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of DBEs.
- V. In determining whether a bidder has made good faith efforts, you may take into account the performance of other bidders in meeting the contract. For example, when the apparent successful bidder fails to meet the contract goal, but others meet it, you may reasonably raise the question of whether, with additional reasonable efforts, the apparent successful bidder could have met the goal. If the apparent successful bidder fails to meet the goal, but meets or exceeds the average DBE participation obtained by other bidders, you may view this, in conjunction with other factors, as evidence of the apparent successful bidder having made good faith efforts.

## Appendix E

### Small Business Network [SBN] Overview

The Small Business Network is a part of the Bid Express® service that was created to ensure that prime bidders have a centralized online location to find subs - including small and disadvantaged business enterprises (DBEs). It is available for prime bidders to use as part of their Basic Service subscription. Within the Small Business Network, **Prime Contractors** can:

1. Easily select proposals, work types and items:
  - a. After adding applicable work types, select items that you wish to quote. Enter the sub-quote quantities and add comments, if desired. Adding or removing items and work types can be done quickly. If needed, you can save the sub-quote for completion at a later time.
2. Create sub-quotes for the subcontracting community:
  - a. Create sub-quotes with ease using the intuitive sub-quote creator. In seven short steps, you can rapidly create a custom sub-quote directed to all subcontractors that bid on the applicable work types. Steps include: provide contact information and sub-quote expiration date, select letting and proposal, add work types and items, specify terms and conditions, upload attachments, and select vendors.
  - b. Create a sub-quote to send to subcontractors or suppliers that lists the items in a proposal that you want quoted
  - c. Create an unlimited number of sub-quotes for items you want quoted, and optionally mark them as a DBE-preferred request
  - d. Add attachments to sub-quotes
3. View sub-quote requests & responses:
  - a. After logging into the Bid Express service, you can quickly review all of your sub-quote requests and all unsolicited sub-quote requests from subcontractors. To simplify the Small Business Network home screen, sub-quote requests can be hidden with one click if they are not applicable.
  - b. View or receive unsolicited sub-quotes that subcontractors have posted, complete with terms, conditions and pricing
4. View Record of Subcontractor Outreach Effort:
  - a. For each sub-quote produced, a *Record of Subcontractor Outreach Effort* is generated that shows the response statistics for a particular sub-quote. If accepted by the letting agency, this report may serve as proof of a “Good Faith” effort in reaching out to the DBE community.
  - b. Easily locate pre-qualified and certified small and disadvantaged businesses
  - c. Advertise to small and disadvantaged businesses more efficiently and cost effectively
  - d. Document your interactions with subs/DBEs by producing an Outreach Report (may be accepted as proof of DBE outreach at the discretion of each agency)

The Small Business Network is a part of the Bid Express® service that was created to ensure that small businesses have a centralized area to access information about upcoming projects. It can help small businesses learn more about opportunities, compete more effectively, network with other contractors and subcontractors, and win more jobs.

1. View and reply to sub-quote requests from primes:
  - a. After logging into the Bid Express service, you can quickly review all incoming sub-quote requests and all unsolicited sub-quotes created by your company. Receive notifications by selected work type. To simplify on the Small Business Network home screen, sub-quote requests can be filtered by work types relevant to your interests, or hidden with one click if they are not applicable.
2. Select items when responding to sub-quote requests from primes:
  - a. You have the freedom to choose and price any number of items when responding to a sub-quote request. Quantities can be modified, and per-item comments are also available.
  - b. View requests for sub-quotes for work that primes have posted for projects they are bidding, add your pricing, terms, and conditions, and submit completed sub-quotes to the requesting primes
  - c. Add attachments to a sub-quote
3. Create and send unsolicited sub-quotes to specific contractors:
  - a. Create unsolicited sub-quotes with ease using the intuitive sub-quote creator. In eight short steps, you can rapidly create a custom sub-quote directed at any number of specific vendors of your choosing. Steps include: provide contact information and sub-quote expiration date, select letting and proposal, add work types and items, specify terms and conditions, upload attachments, and select vendors.
4. Easily select and price items for unsolicited sub-quotes:
  - a. After adding applicable work types, select items that you wish to quote. The extended price calculates automatically, cutting out costly calculation errors. Comments can be provided on an 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** 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:

#### 550.5.2 Piling

Add the following as paragraph three effective with the December 2015 letting:

- (3) The department will not entertain a change order request for a differing site condition under 104.2.2.2 or for a quantity change under 104.2.2.4.3 for the Piling bid items. Instead the department will adjust pay under the Piling Quantity Variation administrative item if the total driven length of each size is less than 85 percent of, or more than 115 percent of the contract quantity as follows:
- | Percent of Contract Length Driven | Pay Adjustment   |
|-----------------------------------|--|
| < 85                              | ( 85% contract length - driven length ) x 20% unit price |
| > 115                             | (driven length - 115% contract length) x 5% unit price   |

#### 643.2.1 General

Replace paragraph two with the following effective with the December 2015 letting:

- (2) Use reflective sheeting from the department's approved products list on barricades, drums, and flexible tubular marker posts.

## Errata

Make the following corrections to the standard specifications:

#### 641.2.9 Overhead Sign Supports

Correct errata adding back accidentally deleted paragraphs one through three.

- (1) Provide commercially fabricated overhead sign supports conforming to AASHTO design and fabrication standards for structural supports for highway signs, luminaires, and traffic signals. Use a design life of 50 years with a wind importance factor of 1.00. Design to withstand a 3 second gust wind speed of 90 mph. Do not use the methods of appendix C of those AASHTO standards.
- (2) Design structures, listed as applicable structure types in the AASHTO standards, to the fatigue category criteria as follows:
  1. Structures carrying variable message signs:
    - Category I criteria for structures over all roadway types.
  2. Structures carrying type II or III signs:
    - Category I criteria for structures used over highways and free flow ramps.
    - Category II criteria for structures with arms greater than 30 feet used over local roads and city streets.
    - Category III criteria for structures with arms 30 feet or less used over local roads and city streets.
- (3) Use the posted speed limit of the roadway beneath the structure for truck-induced gusts.
- (4) Submit shop drawings identified by structure number, design computations, and material specifications, to the engineer before erecting sign supports. Provide tightening procedures for mast arm or luminaire arm to pole shaft connections on the shop drawings. Have a professional engineer registered in the state of Wisconsin sign, seal, and date the shop drawings and certify that the design conforms to AASHTO standards and the contract.
- (5) Provide steel pole shafts and mast arms zinc coated according to ASTM A123. Provide tapered pole and arm shafts with a minimum taper of 0.14 inch per foot for single-member vertical and single-member horizontal structure components. Provide bolts and other hardware conforming to 641.2.2.

**ADDITIONAL SPECIAL PROVISION 7**

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



## **ADDITIONAL SPECIAL PROVISION 9**

### **Electronic Certified Payroll Submittal**

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

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

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

(3) Upon receipt of contract execution, promptly make all affected firms aware of the requirements under this special provision and arrange for them to receive CRCS training as they are about to begin payrolls. The department will provide training either in a classroom setting at one of our regional offices or by telephone. Contact Tess Mulrooney at 608-267-4489 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 send several sample electronic files to Tess two months before a payroll needs to be submitted. Not every contractor's payroll system is capable of producing export files. For details, see pages 17-22 of the CRCS System Background Information manual available online on the Labor, Wages, and EEO Information page at:

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



## REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

### ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

### I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

### II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

**2. EEO Officer:** The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

**3. Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

**4. Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

**5. Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

**6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

**9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

#### **10. Assurance Required by 49 CFR 26.13(b):**

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

**11. Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

#### 1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or



will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program. Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

## **2. Withholding**

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## **3. Payrolls and basic records**

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### **4. Apprentices and trainees**

##### **a. Apprentices (programs of the USDOL).**

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

##### **b. Trainees (programs of the USDOL).**

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

**6. Subcontracts.** The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

**7. Contract termination: debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

**10. Certification of eligibility.**

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

**V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

**3. Withholding for unpaid wages and liquidated damages.** The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

## VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

## VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:



"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

## **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

## **X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

### **1. Instructions for Certification – First Tier Participants:**

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

\* \* \* \* \*

## **2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## **2. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

\* \* \* \* \*

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

\* \* \* \* \*

**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

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/rdwy/worksheets/ws4567.doc>



## Cargo Preference Act Requirement

All Federal-aid projects shall comply with 46 CFR 381.7 (a) – (b) as follows:

(a) *Agreement Clauses*. “Use of United States-flag vessels:”

(1) Pursuant to Pub. L. 664 (43 U.S.C. 1241(b)) at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available.

(2) Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a)(1) of this section shall be furnished to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.”

(b) *Contractor and Subcontractor Clauses*. “Use of United States-flag vessels: The contractor agrees—”

(1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.

(2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, ‘on-board’ commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.

(3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

**Effective with September 2004 Letting**

**WISCONSIN DEPARTMENT OF TRANSPORTATION  
DIVISION OF HIGHWAYS AND TRANSPORTATION FACILITIES**

**SUPPLEMENTAL REQUIRED CONTRACT PROVISIONS**

- I. Wage Rates, Hours of labor and payment of Wages
- II. Payroll Requirements
- III. Postings at the Site of the Work
- IV. Affidavits
- V. Wage Rate Redistribution
- VI. Additional Classifications

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

The schedule of "Minimum Wage Rates" attached hereto and made a part hereof furnishes the prevailing wage rates that have been determined pursuant to Section 103.50 of the Wisconsin Statutes. These wage rates are the minimum required to be paid to the various laborers, workers, mechanics and truck drivers employed by contractors and subcontractors on the construction work embraced by the contract and subject to prevailing hours and wages under Section 103.50, Stats. If necessary to employ laborers, workers, mechanics or truck drivers whose classification is not listed on the schedule, they shall be paid at rates conformable to those listed for similar classifications. Apprentices shall be paid at rates not less than those prescribed in their state indenture contracts.

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

Pursuant to Section 103.50 of the Wisconsin Statutes, the prevailing hours of labor have been determined to be up to 10 hours per day and 40 hours per calendar week Monday through Friday. If any laborer, worker, mechanic or truck driver is permitted or required to work more than the prevailing number of hours per day or per calendar week on this contract, they shall be paid for all hours in excess of the prevailing hours at a rate of at least one and one-half (1 1/2) times their hourly rate of pay. All work on Saturday, Sunday and the following holidays is to be paid at time and a half: (1) January 1, (2) the last Monday in May, (3) July 4, (4) the first Monday in September, (5) the fourth Thursday in November, (6) December 25, (7) the day before if January 1, July 4 or December 25 falls on a Saturday and (8) the day following if January 1, July 4 or December 25 falls on a Sunday.

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

For those projects subject to the requirements of the Davis-Bacon Act, the Secretary of Labor will also have determined "Minimum Wage Rates" for work to be performed under the contract. These rates are, for all or most of the labor, worker, mechanic or truck driver classifications, identical to those established under Section 103.50 of the Wisconsin Statutes. In the event the rates are not identical, the higher of the two rates will govern.

## **II. PAYROLL REQUIREMENTS**

All contractors and subcontractors must submit weekly Certified Payrolls and Compliance Statement verifying that all laborers, workers, mechanics and truck drivers working on the project have been paid the prevailing wage rates for all work performed under the contract required by Section 103.50 of the Wisconsin Statutes.

## **III. POSTINGS AT THE SITE OF THE WORK**

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

- a. "NOTICE TO EMPLOYEES," which provides information required to be posted by the provisions of Section 103.50 of the Wisconsin Statutes.
- b. A copy of the State of Wisconsin Minimum Wages Rates. (Four pages.)
- c. A copy of the contractor's Equal Employment Opportunity Policy.
- d. On any project involving federal aid, in addition to the furnished postings, the contractor shall post a copy of the "Davis-Bacon Act, Minimum Wage Rates". (Three pages.)

## **IV. WAGE RATE REDISTRIBUTION**

The amount specified as the hourly basic rate of pay and the amount(s) specified as the fringe benefit contribution(s), for all classes of laborers, workers, mechanics or truck drivers may be redistributed, when necessary, to conform to those specified in any applicable collective bargaining agreement, provided that both parties to such agreement

request and receive the approval for any such redistribution from both the Department of Transportation and the Department of Workforce Development prior to the implementation of such redistribution.

## **V. ADDITIONAL CLASSIFICATIONS**

Any unlisted laborer or mechanic classification that is needed to perform work on this project, and is not included within the scope of any of the classifications listed in the application prevailing wage rate determination, may be added after award only if all of the following criteria have been met:

1. The affected employer(s) must make a written request to WisDOT Central Office to utilize the unlisted classification on this project.
2. The request must indicate the scope of the work to be performed by the unlisted classification and must indicate the proposed wage/fringe benefit package that the unlisted classification is to receive.
3. The work to be performed by the unlisted classification must not be performed by a classification that is included in the applicable prevailing wage rate determination.
4. The unlisted classification must be commonly employed in the area where the project is located.
5. The proposed wage/fringe benefit package must bear a reasonable relationship to those set forth in the applicable prevailing wage rate determination.
6. The request should be made prior to the actual performance of the work by the unlisted classification.
7. DWD must approve the use of the unlisted classification and the proposed wage/fringe benefit package. USDOL also must approve the use of the unlisted classification and the proposed wage/fringe benefit package on federal aid projects.
8. WisDOT and DWD may amend the proposed wage/fringe benefit package, as deemed necessary, and may set forth specific employment ratios and scope of work requirements in the approval document.

The approved wage/fringe benefit package shall be paid to all laborers, workers, mechanics or truck drivers performing work within the scope of that performed by the unlisted classification, from the first day on which such work is performed. In the event that work is performed by the unlisted classification prior to approval, the wage/fringe benefit package to be paid for such work must be in conformance with the wage/fringe

benefit package approved for such work. Under this arrangement a retroactive adjustment in wages and/or fringe benefits may be required to be made to the affected laborers, workers, mechanics or truck drivers by the affected employer(s).

**ANNUAL PREVAILING WAGE RATE DETERMINATION  
FOR ALL STATE HIGHWAY PROJECTS  
WINNEBAGO COUNTY**

Compiled by the State of Wisconsin - Department of Workforce Development  
for the Department of Transportation  
Pursuant to s. 103.50, Stats.  
Issued on May 1, 2015

**CLASSIFICATION:** Contractors are required to call the Department of Workforce Development if there are any questions regarding the proper trade or classification to be used for any worker on a public works project.

**OVERTIME:** Time and one-half must be paid for all hours worked over 10 hours per day and 40 hours per calendar week and for all hours worked on Saturday, Sunday and the following six (6) holidays: January 1; the last Monday in May; July 4; the 1st Monday in September; the 4th Thursday in November; December 25; the day before if January 1, July 4 or December 25 falls on a Saturday; the day following if January 1, July 4 or December 25 falls on a Sunday.

**FUTURE INCREASE:** If indicated for a specific trade or occupation, the full amount of such increase MUST be added to the "TOTAL" indicated for such trade or occupation on the date(s) such increase(s) becomes effective.

**PREMIUM PAY:** If indicated for a specific trade or occupation, the full amount of such pay MUST be added to the "HOURLY BASIC RATE OF PAY" indicated for such trade or occupation, whenever such pay is applicable.

**SUBJOURNEY:** Wage rates may be available for some of the classifications indicated below. Any employer that desires to use any subjourney classification on a project MUST request the applicable wage rate from the Department of Workforce Development PRIOR to the date such classification is used on such project. Form ERD-10880 is available for this purpose and can be obtained by writing to the Department of Workforce Development, Equal Rights Division, P.O. Box 8928, Madison, WI 53708.

<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
	\$	\$	\$
Bricklayer, Blocklayer or Stonemason	30.85	17.61	48.46
Carpenter	32.72	16.00	48.72
Future Increase(s): Add \$1.42/hr on 6/1/2015; Add \$1.42/hr on 6/1/2016. Premium Pay: DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.			
Cement Finisher	33.86	17.96	51.82
Future Increase(s): Add \$1.87 on 6/1/15; Add \$1.75 on 6/1/16. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.40/hr when the Wisconsin Department of Transportation or responsible governing agency requires that work be performed at night under artificial illumination with traffic control and the work is completed after sunset and before sunrise.			
Electrician	29.00	16.97	45.97
Future Increase(s): Add \$.75/hr on 6/1/2015. Premium Pay: DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.			
Fence Erector	23.73	19.09	42.82
Ironworker	29.27	23.97	53.24
Future Increase(s): Add \$1.15/hr on 6/1/2015. Premium Pay: DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.			
Line Constructor (Electrical)	39.44	16.55	55.99
Painter	28.00	11.15	39.15
Pavement Marking Operator	23.37	23.30	46.67
Piledriver	33.24	16.00	49.24
Future Increase(s): Add \$1.44/hr on 6/1/2015; Add \$1.44/hr on 6/1/2016. Premium Pay: DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.			

<b>TRADE OR OCCUPATION</b>	<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
Roofer or Waterproofer	19.00	7.55	26.55
Teledata Technician or Installer	22.25	16.34	38.59
Tuckpointer, Caulker or Cleaner	30.85	17.61	48.46
Underwater Diver (Except on Great Lakes)	35.40	15.90	51.30
Heavy Equipment Operator - ELECTRICAL LINE CONSTRUCTION ONLY	35.55	15.57	51.12
Light Equipment Operator -ELECTRICAL LINE CONSTRUCTION ONLY	31.60	14.98	46.58
Heavy Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	27.65	13.44	41.09
Light Truck Driver - ELECTRICAL LINE CONSTRUCTION ONLY	25.68	12.83	38.51
Groundman - ELECTRICAL LINE CONSTRUCTION ONLY	21.75	11.63	33.38

**TRUCK DRIVERS**

Single Axle or Two Axle	25.18	18.31	43.49
Future Increase(s): Add \$1.15/hr on 6/1/2015.			
Premium Pay: DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.			
Three or More Axle	25.28	18.31	43.59
Future Increase(s): Add \$1.15/hr on 6/1/2015.			
Premium Pay: DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.			
Articulated, Euclid, Dumptor, Off Road Material Hauler	25.28	18.31	43.59
Future Increase(s): Add \$1.15/hr on 6/1/2015.			
Premium Pay: DOT PREMIUM: Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day.			
Pavement Marking Vehicle	33.22	14.12	47.34
Shadow or Pilot Vehicle	24.37	17.77	42.14
Truck Mechanic	24.52	17.77	42.29

**LABORERS**

General Laborer	30.13	15.14	45.27
Future Increase(s): Add \$1.05/hr eff. 06/01/2015; Add \$1.00/hr eff. 06/01/2016; Add \$1.00/hr eff. 06/01/2017			
Premium Pay: Add \$.10/hr for topman, air tool operator, vibrator or tamper operator (mechanical hand operated), chain saw operator and demolition burning torch laborer; Add \$.15/hr for bituminous worker (raker and luteman), formsetter (curb, sidewalk and pavement) and strike off man; Add \$.20/hr for blaster and powderman; Add \$.25/hr for bottomman; Add \$.35/hr for line and grade specialist; Add \$.45/hr for pipelayer.			
DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).			
Asbestos Abatement Worker	28.80	0.00	28.80
Landscaper	30.13	15.14	45.27
Future Increase(s): Add \$1.05/hr eff. 06/01/2015; Add \$1.00/hr eff. 06/01/2016; Add \$1.00/hr eff. 06/01/2017			
Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr for work on projects involving temporary traffic control setup, for lane and shoulder closures, when work under artificial illumination conditions is necessary as required by the project provisions (including prep time prior to and/or cleanup after such time period).			

<b>TRADE OR OCCUPATION</b>	<b>HOURLY BASIC RATE OF PAY</b>	<b>HOURLY FRINGE BENEFITS</b>	<b>TOTAL</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
Flagperson or Traffic Control Person	26.76	15.14	41.90
Future Increase(s): Add \$1.05/hr eff. 06/01/2015; Add \$1.00/hr eff. 06/01/2016; Add \$1.00/hr eff. 06/01/2017			
Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.25/hr when the Wisconsin Department of Transportation or responsible governing agency requires that work be performed at night under artificial illumination with traffic control and the work is completed after sunset and before sunrise.			
Fiber Optic Laborer (Outside, Other Than Concrete Encased)	18.00	1.86	19.86
Railroad Track Laborer	17.00	2.85	19.85

### HEAVY EQUIPMENT OPERATORS

Crane, Tower Crane, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 176 Ft or Over; Crane, Tower Crane, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of Over 100 Tons, Self-Erecting Tower Crane With a Lifting Capacity Of Over 4,000 Lbs., Crane With Boom Dollies; Traveling Crane (Bridge Type).	37.72	21.15	58.87
Future Increase(s): Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017.			
Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium.			
See DOT'S website for details about the applicability of this night work premium at: <a href="http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm">http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm</a> .			
Backhoe (Track Type) Having a Mfr.'s Rated Capacity of 130,000 Lbs. or Over; Caisson Rig; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With Boom, Leads &/or Jib Lengths Measuring 175 Ft or Under; Crane, Tower Crane, Portable Tower, Pedestal Tower or Derrick, With or Without Attachments, With a Lifting Capacity of 100 Tons or Under, Self-Erecting Tower Crane With A Lifting Capacity Of 4,000 Lbs., & Under; Dredge (NOT Performing Work on the Great Lakes); Licensed Boat Pilot (NOT Performing Work on the Great Lakes); Pile Driver.	37.22	21.15	58.37
Future Increase(s): Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017.			
Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium.			
See DOT'S website for details about the applicability of this night work premium at: <a href="http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm">http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm</a> .			
Air Track, Rotary or Percussion Drilling Machine &/or Hammers, Blaster; Asphalt Heater, Planer & Scarifier; Asphalt Milling Machine; Asphalt Screed; Automatic Subgrader (Concrete); Backhoe (Track Type) Having a Mfr.'s Rated Capacity of Under 130,000 Lbs., Backhoe (Mini, 15,000 Lbs. & Under); Bituminous (Asphalt) Plant & Paver, Screed; Boatmen (NOT Performing Work on the Great Lakes); Boring Machine (Directional, Horizontal or Vertical); Bridge (Bidwell) Paver; Bulldozer or Endloader; Concrete Batch Plant, Batch Hopper; Concrete Breaker (Large, Auto, Vibratory/Sonic, Manual or Remote); Concrete Bump Cutter, Grinder, Planing or Grooving Machine; Concrete Conveyor System; Concrete Laser/Screed; Concrete Paver (Slipform); Concrete Pump, Concrete Conveyor (Rotec or Bidwell Type); Concrete Slipform Placer Curb & Gutter Machine; Concrete Spreader & Distributor; Crane (Carry Deck, Mini) or Truck Mounted Hydraulic Crane (10 Tons or Under); Crane With a Lifting Capacity of 25 Tons or Under; Forestry Equipment, Timbco, Tree Shear, Tub Grinder, Processor; Gradall (Cruz-Aire Type); Grader or Motor Patrol; Grout Pump; Hydro-Blaster (10,000 PSI or Over); Loading Machine (Conveyor);	36.72	21.15	57.87



<u>TRADE OR OCCUPATION</u>	<u>HOURLY BASIC RATE OF PAY</u>	<u>HOURLY FRINGE BENEFITS</u>	<u>TOTAL</u>
	\$	\$	\$
Material or Stack Hoist; Mechanic or Welder; Milling Machine; Post Hole Digger or Driver; Roller (Over 5 Ton); Scraper (Self Propelled or Tractor Drawn) 5 cu yds or More Capacity; Shoulder Widener; Sideboom; Skid Rig; Stabilizing or Concrete Mixer (Self-Propelled or 14S or Over); Straddle Carrier or Travel Lift; Tractor (Scraper, Dozer, Pusher, Loader); Tractor or Truck Mounted Hydraulic Backhoe; Trencher (Wheel Type or Chain Type); Tube Finisher; Tugger (NOT Performing Work on the Great Lakes); Winches & A- Frames. Future Increase(s): Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: <a href="http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm">http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm</a> .			
Belting, Burlap, Texturing Machine; Broom or Sweeper; Compactor (Self-Propelled or Tractor Mounted, Towed & Light Equipment); Concrete Finishing Machine (Road Type); Environmental Burner; Farm or Industrial Type Tractor; Fireman (Asphalt Plant, Pile Driver & Derrick NOT Performing Work on the Great Lakes); Forklift; Greaser; Hoist (Tugger, Automatic); Jeep Digger; Joint Sawyer (Multiple Blade); Launch (NOT Performing Work on the Great Lakes); Lift Slab Machine; Mechanical Float; Mulcher; Power Subgrader; Robotic Tool Carrier (With or Without Attachments); Roller (Rubber Tire, 5 Ton or Under); Self Propelled Chip Spreader; Shouldering Machine; Skid Steer Loader (With or Without Attachments); Telehandler; Tining or Curing Machine. Future Increase(s): Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: <a href="http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm">http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm</a> .	36.72	21.15	57.87
Air Compressor (&/or 400 CFM or Over); Air, Electric or Hydraulic Jacking System; Augers (Vertical & Horizontal); Automatic Belt Conveyor & Surge Bin; Boiler (Temporary Heat); Concrete Proportioning Plant; Crusher, Screening or Wash Plant; Generator (&/or 150 KW or Over); Heaters (Mechanical); High Pressure Utility Locating Machine (Daylighting Machine); Mudjack; Oiler; Prestress Machine; Pug Mill; Pump (3 Inch or Over) or Well Points; Rock, Stone Breaker; Screed (Milling Machine); Stump Chipper; Tank Car Heaters; Vibratory Hammer or Extractor, Power Pack. Future Increase(s): Add \$1.25/hr on 6/1/2015; Add \$1.30/hr on 6/1/2016; Add \$1.25/hr on 6/1/2017. Premium Pay: DOT PREMIUMS: 1) Pay two times the hourly basic rate on Sunday, New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day & Christmas Day. 2) Add \$1.50/hr night work premium. See DOT'S website for details about the applicability of this night work premium at: <a href="http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm">http://www.dot.wi.gov/business/civilrights/laborwages/pwc.htm</a> .	36.17	21.15	57.32
Fiber Optic Cable Equipment.	28.89	17.95	46.84

SUPERSEDES DECISION WI20120010  
U. S. DEPARTMENT OF LABOR  
(DAVIS-BACON ACT, MINIMUM WAGE RATES)

STATE: Wisconsin

GENERAL DECISION NUMBER: WI160010

DESCRIPTION OF WORK: Highways and Airport Runway and Taxiway Construction

DATE: February 26, 2016

LABORERS CLASSIFICATION:	Basic Hourly Rates	Fringe Benefits		Basic Hourly Rates	Fringe Benefits
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, Utility Man); Batch Truck Dumper; or Cement Handler; Bituminous Worker; (Dumper, Ironer, Smoother, Tamper); Concrete Handler .....	\$30.67 .....	15.55			
Group 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); .....	30.77 .....	15.55			
Group 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off man .....	30.82 .....	15.55			
Group 4: Line and Grade Specialist .....	31.02 .....	15.55			
Group 5: Blaster and Powderman .....	30.87 .....	15.55			
Group 6: Flagperson; Traffic Control .....	27.30 .....	15.55			
			<u>Truck Drivers:</u>		
			1 & 2 Axles .....	25.63 .....	18.96
			Three or More Axles; Euclids, Dumptor & Articulated, Truck Mechanic .....	25.63 .....	18.96

CLASSES OF LABORER AND MECHANICS

Bricklayer .....	26.78 .....	12.75
Carpenter .....	30.48 .....	15.80
Millwright .....	32.11 .....	15.80
Piledriverman .....	30.98 .....	15.80
Ironworker .....	29.27 .....	23.96
Cement Mason/Concrete Finisher .....	34.16 .....	16.38
Electrician .....		See Page 3
Line Construction		
Lineman .....	42.14 .....	32% + 5.00
Heavy Equipment Operator .....	40.03 .....	32% + 5.00
Equipment Operator .....	33.71 .....	32% + 5.00
Heavy Groundman Driver .....	26.78 .....	14.11
Light Groundman Driver .....	24.86 .....	13.45
Groundsman .....	23.18 .....	32% + 5.00
Painters .....	23.74 .....	11.72
Well Drilling:		
Well Driller .....	16.52 .....	3.70

Notes: Welders receive rate prescribed for craft performing operation to which welding is incidental. 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 (29 CFR, 5.5(a)(1)(ii)). Includes Modification #0 dated January 8, 2016; Modification #1 dated January 29, 2016; Modification #2 dated February 26, 2016.

SUPERSEDES DECISION WI20120010  
U. S. DEPARTMENT OF LABOR  
(DAVIS-BACON ACT, MINIMUM WAGE RATES)

STATE: Wisconsin

GENERAL DECISION NUMBER: WI160010

DESCRIPTION OF WORK: Highways and Airport Runway and Taxiway Construction

DATE: February 26, 2016

<u>POWER EQUIPMENT OPERATORS CLASSIFICATION:</u>	<u>Basic Hourly Rates</u>	<u>Fringe Benefits</u>	<u>POWER EQUIPMENT OPERATORS CLASSIFICATION: (Continued)</u>	<u>Basic Hourly Rates</u>	<u>Fringe Benefits</u>
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 .....	\$38.27	\$21.55	(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 and A-frames; post driver; material hoist operator. ....	\$37.27	\$21.55
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 jib lengths measuring 175 feet or less, and backhoes (excavators) having a manufacturer's rated capacity of 3 cu. yds. and over, caisson rigs, pile driver, dredge operator, dredge engineer. ....	\$37.77	\$21.55	Group 4: Greaser, roller steel (5 tons or less); roller (pneumatic tired) - self-propelled; tractor (mounted or towed compactors and light equipment); shouldering machine; self-propelled chip spreader; concrete spreader; finishing machine; mechanical float; curing machine; power subgrader; joint saw (multiple blade) belting machine; burlap machine; texturing machine; tractor, endloader (rubber tired) - light; jeep digger; fork lift; mulcher; launch operator; fireman; environmental burner. ....	\$37.01	\$21.55
Group 3: Mechanic or welder - heavy duty equipment, cranes with a lifting capacity of 25 tons or less, concrete breaker (manual or remote); vibrator/sonic concrete breaker; concrete laser screed; concrete slipform paver; concrete batch plant operator; concrete pavement spreader - heavy duty (rubber tired); concrete spreader and distributor, automatic subgrader (concrete); concrete grinder and planing machine; concrete slipform curb and gutter machine; slipform concrete placer; tube finisher; hydro blaster (10,000 psi and over); bridge paver; concrete conveyor system; concrete pump; stabilizing mixer (self propelled); shoulder widener; asphalt plant engineer; bituminous paver; bump cutter and grooving machine; milling machine; screed (bituminous paver); asphalt heater, planer and scarifier; backhoes (excavators) having a manufacturers rated capacity of under 3 cu. yds.; grader or motor patrol; tractor			Group 5: Air compressor; power pack; vibratory 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 helper. ....	\$36.72	\$21.55
			Group 6: Off - road material hauler with or without ejector .....	\$30.82	\$21.55
			Premium Pay: EPA Level "A" protection - \$3.00 per hour EPA Level "B" protection - \$2.00 per hour EPA Level "C" protection - \$1.00 per hours		

SUPERSEDES DECISION WI20120010  
U. S. DEPARTMENT OF LABOR  
(DAVIS-BACON ACT, MINIMUM WAGE RATES)

STATE: Wisconsin

GENERAL DECISION NUMBER: WI160010

DESCRIPTION OF WORK: Highways and Airport Runway and Taxiway Construction

DATE: February 26, 2016

LABORERS CLASSIFICATION:

Rates

Benefits

			Area 4 -	BROWN, DOOR, KEWAUNEE, MANITOWOC (except Schleswig), MARINETTE (Wausauke 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.
Electricians				
Area 1 .....	\$29.60	26.5%+ 9.15		
Area 2:				
Electricians.....	31.21	18.92	Area 5 -	ADAMS, CLARK (Colby, Freemont, Lynn, Mayville, Sherman, Sherwood, Unity), FOREST, JUNEAU, LANGLADE, LINCOLN, MARATHON, MARINETTE (Area North of the town of Wausauke), MENOMINEE (Area West of a line 6 miles West of the West boundary of Oconto County), ONEIDA, PORTAGE, SHAWANO (Area North of the townships of Aniwa and Hutchins), VILAS AND WOOD COUNTIES
Area 3:				
Electrical contracts under \$130,000 .....	28.96	18.26		
Electrical contracts over \$130,000 .....	31.16	18.34		
Area 4: .....	29.84	29.50% + 9.37		
Area 5 .....	28.96	24.85% + 9.70		
Area 6 .....	37.02	29%+9.77	Area 6 -	KENOSHA COUNTY
Area 8				
Electricians.....	31.90	24.95% + 10.46	Area 8 -	DODGE, (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE, RACINE (Burlington township), ROCK and WALWORTH COUNTIES
Area 9:				
Electricians.....	35.75	19.87		
Area 10 .....	29.64	20.54	Area 9 -	COLUMBIA, DANE, DODGE, (area west of Hwy. 26, except Chester & 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
Area 11 .....	33.90	24.47		
Area 12 .....	34.98	19.89	Area 10 -	CALUMET (Township of New Holstein), DODGE (East of Hwy. 26 including Chester Township), FOND DU LAC, MANITOWOC (Schleswig), and SHEBOYGAN COUNTIES
Area 13 .....	35.13	23.09		
Teledata System Installer				
Area 14			Area 11 -	DOUGLAS COUNTY
Installer/Technician .....	22.50	12.72		
Sound & Communications			Area 12 -	RACINE (except Burlington township) COUNTY
Area 15				
Installer .....	16.47	14.84	Area 13 -	MILWAUKEE, OZAUKEE, WASHINGTON and WAUKESHA COUNTIES
Technician .....	26.00	17.70	Area 14 -	Statewide.
Area 1 -	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 & Springfield), OUTAGAMIE, WAUPACA, WAUSHARA and WINNEBAGO COUNTIES.		Area 15 -	DODGE (East of Hwy 26 including Chester Twp, excluding Emmet Twp), FOND DU LAC (Except Waupun), MILWAUKEE, OZAUKEE, MANITOWOC (Schleswig), WASHINGTON, AND WAUKESHA COUNTIES.
Area 2 -	ASHLAND, BARRON, BAYFIELD, BUFFALO, BURNETT, CHIPPEWA, CLARK (except Mayville, Colby, Unity, Sherman, Fremont, Lynn and 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			
Area 3 -	FLORENCE (townships of Aurora, Commonwealth, Fern, Florence and Homestead), MARINETTE (Niagara township)			

**FEBRUARY 1999**

**NOTICE TO BIDDERS  
WAGE RATE DECISION**

The wage rate decision of the Secretary of Labor which has been incorporated in these advertised specifications is incomplete in that the classifications may be omitted from the Secretary 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. The higher of state or federal rate will apply.



## SCHEDULE OF ITEMS

REVISED:

CONTRACT:  
20160412029PROJECT(S):  
1517-75-76FEDERAL ID(S):  
WISC 2016128

CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS

## SECTION 0001 Contract Items

0010	201.0205 Grubbing ***	20.000 STA	.		.	
0020	203.0100 Removing Small Pipe Culverts	4.000 EACH	.		.	
0030	204.0100 Removing Pavement ***	26,264.000 SY	.		.	
0040	204.0150 Removing Curb & Gutter ***	15.000 LF	.		.	
0050	204.0155 Removing Concrete Sidewalk ***	780.000 SY	.		.	
0060	204.0165 Removing Guardrail ***	42.000 LF	.		.	
0070	204.0170 Removing Fence ***	703.000 LF	.		.	
0080	204.0190 Removing Surface Drains	2.000 EACH	.		.	
0090	204.0195 Removing Concrete Bases	30.000 EACH	.		.	
0100	204.0210 Removing Manholes	12.000 EACH	.		.	

## SCHEDULE OF ITEMS

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WISC 2016128

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0110	204.0220 Removing Inlets	25.000 EACH	.		.	
0120	204.0245 Removing Storm Sewer (size) 001. 10 to 18-Inch	2,135.000 LF	.		.	
0130	204.0245 Removing Storm Sewer (size) 002. 21 to 30-Inch	1,582.000 LF	.		.	
0140	204.9105.S Removing (item description) 001. Sand Barrels	LUMP	LUMP		.	
0150	205.0100 Excavation Common ***	56,870.000 CY	.		.	
0160	209.0100 Backfill Granular	28.000 CY	.		.	
0170	209.0300.S Backfill Coarse Aggregate (size) 001. No. 1	79.000 CY	.		.	
0180	213.0100 Finishing Roadway (project) 001. 1517-75-76	1.000 EACH	.		.	
0190	305.0110 Base Aggregate Dense 3/4-Inch	120.000 TON	.		.	
0200	305.0120 Base Aggregate Dense 1 1/4-Inch	11,956.000 TON	.		.	
0210	311.0110 Breaker Run	23,928.000 TON	.		.	



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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0220	405.0100 Coloring Concrete Red	167.000 CY	.		.	
0230	416.0160 Concrete Driveway 6-Inch ***	952.000 SY	.		.	
0240	416.0512 Concrete Roundabout Truck Apron 12-Inch	500.000 SY	.		.	
0250	416.0620 Drilled Dowel Bars	83.000 EACH	.		.	
0260	440.4410 Incentive IRI Ride	7,219.000 DOL	1.00000		7219.00	
0270	455.0105 Asphaltic Material PG58-28	11.000 TON	.		.	
0280	455.0605 Tack Coat	43.000 GAL	.		.	
0290	460.1110 HMA Pavement Type E-10	202.000 TON	.		.	
0300	460.2000 Incentive Density HMA Pavement	500.000 DOL	1.00000		500.00	
0310	465.0120 Asphaltic Surface Driveways and Field Entrances	708.000 TON	.		.	
0320	504.0500 Concrete Masonry Retaining Walls ***	27.000 CY	.		.	

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0330	505.0400 Bar Steel Reinforcement HS Structures	1,527.000 LB	.		.	
0340	520.8000 Concrete Collars for Pipe	6.000 EACH	.		.	
0350	522.1018 Apron Endwalls for Culvert Pipe Reinforced Concrete 18-Inch	1.000 EACH	.		.	
0360	601.0199.S Concrete Curb Precast	8.000 EACH	.		.	
0370	601.0409 Concrete Curb & Gutter 30-Inch Type A **p**	7,318.000 LF	.		.	
0380	601.0411 Concrete Curb & Gutter 30-Inch Type D **p**	228.000 LF	.		.	
0390	601.0600 Concrete Curb Pedestrian **p**	373.000 LF	.		.	
0400	602.0410 Concrete Sidewalk 5-Inch **p**	33,202.000 SF	.		.	
0410	602.0515 Curb Ramp Detectable Warning Field Natural Patina **p**	460.000 SF	.		.	
0420	602.1500 Concrete Steps	13.000 SF	.		.	

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0430	608.0312 Storm Sewer Pipe Reinforced Concrete Class III 12-Inch	654.000 LF	.		.	
0440	608.0315 Storm Sewer Pipe Reinforced Concrete Class III 15-Inch	1,512.000 LF	.		.	
0450	608.0318 Storm Sewer Pipe Reinforced Concrete Class III 18-Inch	1,280.000 LF	.		.	
0460	608.0324 Storm Sewer Pipe Reinforced Concrete Class III 24-Inch	836.000 LF	.		.	
0470	608.0330 Storm Sewer Pipe Reinforced Concrete Class III 30-Inch	196.000 LF	.		.	
0480	608.0342 Storm Sewer Pipe Reinforced Concrete Class III 42-Inch	449.000 LF	.		.	
0490	610.0424 Storm Sewer Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV 24x38-Inch	162.000 LF	.		.	
0500	610.0429 Storm Sewer Pipe Reinforced Concrete Horizontal Elliptical Class HE-IV 29x45-Inch	132.000 LF	.		.	
0510	611.0535 Manhole Covers Type J-Special	24.000 EACH	.		.	
0520	611.0624 Inlet Covers Type H	64.000 EACH	.		.	

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0530	611.0639 Inlet Covers Type H-S	7.000 EACH	.		.	
0540	611.0642 Inlet Covers Type MS	4.000 EACH	.		.	
0550	611.0651 Inlet Covers Type S	2.000 EACH	.		.	
0560	611.0652 Inlet Covers Type T	4.000 EACH	.		.	
0570	611.2004 Manholes 4-FT Diameter	12.000 EACH	.		.	
0580	611.2005 Manholes 5-FT Diameter	8.000 EACH	.		.	
0590	611.2006 Manholes 6-FT Diameter	6.000 EACH	.		.	
0600	611.2007 Manholes 7-FT Diameter	1.000 EACH	.		.	
0610	611.2008 Manholes 8-FT Diameter	3.000 EACH	.		.	
0620	611.3004 Inlets 4-FT Diameter	31.000 EACH	.		.	
0630	611.3230 Inlets 2x3-FT	37.000 EACH	.		.	

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WISC 2016128

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0640	611.3901 Inlets Median 1 Grate	4.000 EACH	.		.	
0650	611.9800.S Pipe Grates	1.000 EACH	.		.	
0660	612.0406 Pipe Underdrain Wrapped 6-Inch	2,991.000 LF	.		.	
0670	616.0206 Fence Chain Link 6-FT	302.000 LF	.		.	
0680	616.0700.S Fence Safety	685.000 LF	.		.	
0690	618.0100 Maintenance And Repair of Haul Roads (project) 001. 1517-75-76	1.000 EACH	.		.	
0700	619.1000 Mobilization	1.000 EACH	.		.	
0710	620.0300 Concrete Median Sloped Nose **p**	521.000 SF	.		.	
0720	624.0100 Water	120.000 MGAL	.		.	
0730	625.0100 Topsoil	1,061.000 SY	.		.	
0740	625.0500 Salvaged Topsoil	35,613.000 SY	.		.	

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REVISED:

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20160412029PROJECT(S):  
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WISC 2016128

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0750	627.0200 Mulching	25,843.000 SY	.		.	
0760	628.1104 Erosion Bales	20.000 EACH	.		.	
0770	628.1504 Silt Fence	854.000 LF	.		.	
0780	628.1520 Silt Fence Maintenance	854.000 LF	.		.	
0790	628.1905 Mobilizations Erosion Control	5.000 EACH	.		.	
0800	628.1910 Mobilizations Emergency Erosion Control	4.000 EACH	.		.	
0810	628.2006 Erosion Mat Urban Class I Type A	16,670.000 SY	.		.	
0820	628.7005 Inlet Protection Type A	101.000 EACH	.		.	
0830	628.7015 Inlet Protection Type C	55.000 EACH	.		.	
0840	628.7020 Inlet Protection Type D	30.000 EACH	.		.	
0850	628.7504 Temporary Ditch Checks	261.000 LF	.		.	

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0860	628.7555 Culvert Pipe Checks	15.000 EACH	.		.	
0870	628.7560 Tracking Pads	2.000 EACH	.		.	
0880	629.0210 Fertilizer Type B	23.700 CWT	.		.	
0890	630.0120 Seeding Mixture No. 20	950.000 LB	.		.	
0900	630.0140 Seeding Mixture No. 40	50.000 LB	.		.	
0910	630.0200 Seeding Temporary	494.000 LB	.		.	
0920	632.0101 Trees (species) (size) (root) 001. Deciduous Tree (shade) Maple, Autumn Blaze	8.000 EACH	.		.	
0930	632.0101 Trees (species) (size) (root) 003. Deciduous Tree (shade) Oak, Swamp White	7.000 EACH	.		.	
0940	632.9101 Landscape Planting Surveillance and Care Cycles	24.000 EACH	.		.	
0950	633.5200 Markers Culvert End	1.000 EACH	.		.	

## SCHEDULE OF ITEMS

REVISED:

CONTRACT:  
20160412029PROJECT(S):  
1517-75-76FEDERAL ID(S):  
WISC 2016128

CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
0960	634.0612 Posts Wood 4x6-Inch X 12-FT	18.000 EACH	.		.	
0970	634.0614 Posts Wood 4x6-Inch X 14-FT	13.000 EACH	.		.	
0980	634.0616 Posts Wood 4x6-Inch X 16-FT	18.000 EACH	.		.	
0990	634.0618 Posts Wood 4x6-Inch X 18-FT	10.000 EACH	.		.	
1000	637.1220 Signs Type I Reflective SH	204.000 SF	.		.	
1010	637.2210 Signs Type II Reflective H	490.460 SF	.		.	
1020	637.2215 Signs Type II Reflective H Folding	45.280 SF	.		.	
1030	637.2230 Signs Type II Reflective F	88.140 SF	.		.	
1040	638.2601 Removing Signs Type I	1.000 EACH	.		.	
1050	638.2602 Removing Signs Type II	53.000 EACH	.		.	
1060	638.3000 Removing Small Sign Supports	39.000 EACH	.		.	



## SCHEDULE OF ITEMS

REVISED:

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1517-75-76FEDERAL ID(S):  
WISC 2016128

CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
1070	641.8100 Overhead Sign Support (structure) 001. S-70-213	LUMP	LUMP			.
1080	641.8100 Overhead Sign Support (structure) 002. S-70-214	LUMP	LUMP			.
1090	641.8100 Overhead Sign Support (structure) 003. S-70-215	LUMP	LUMP			.
1100	641.8100 Overhead Sign Support (structure) 004. S-70-216	LUMP	LUMP			.
1110	642.5401 Field Office Type D	1.000 EACH	.		.	.
1120	643.0200 Traffic Control Surveillance and Maintenance (project) 001. 1517-75-76	100.000 DAY	.		.	.
1130	643.0300 Traffic Control Drums	6,044.000 DAY	.		.	.
1140	643.0410 Traffic Control Barricades Type II	82.000 DAY	.		.	.
1150	643.0420 Traffic Control Barricades Type III	5,040.000 DAY	.		.	.
1160	643.0705 Traffic Control Warning Lights Type A	10,280.000 DAY	.		.	.
1170	643.0715 Traffic Control Warning Lights Type C	1,000.000 DAY	.		.	.

## SCHEDULE OF ITEMS

REVISED:

CONTRACT:  
20160412029PROJECT(S):  
1517-75-76FEDERAL ID(S):  
WISC 2016128

CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
1180	643.0900 Traffic Control Signs	6,259.000 DAY	.		.	
1190	643.1000 Traffic Control Signs Fixed Message	33.600 SF	.		.	
1200	643.1050 Traffic Control Signs PCMS	48.000 DAY	.		.	
1210	645.0111 Geotextile Fabric Type DF Schedule A **p**	65.000 SY	.		.	
1220	646.0106 Pavement Marking Epoxy 4-Inch	7,458.000 LF	.		.	
1230	646.0126 Pavement Marking Epoxy 8-Inch	1,304.000 LF	.		.	
1240	646.0156 Pavement Marking Epoxy 18-Inch	80.000 LF	.		.	
1250	646.0690.S Removing Pavement Markings Water Blasting	200.000 LF	.		.	
1260	646.0841.S Pavement Marking Grooved Wet Reflective Contrast Tape 4-Inch	410.000 LF	.		.	
1270	646.0843.S Pavement Marking Grooved Wet Reflective Contrast Tape 8-Inch	1,459.000 LF	.		.	

## SCHEDULE OF ITEMS

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1517-75-76FEDERAL ID(S):  
WISC 2016128

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
1280	647.0110 Pavement Marking Railroad Crossings Epoxy	1.000 EACH	.		.	
1290	647.0206 Pavement Marking Arrows Bike Lane Epoxy	4.000 EACH	.		.	
1300	647.0306 Pavement Marking Symbols Bike Lane Epoxy	4.000 EACH	.		.	
1310	647.0406 Pavement Marking Words Bike Lane Epoxy	6.000 EACH	.		.	
1320	647.0566 Pavement Marking Stop Line Epoxy 18-Inch	152.000 LF	.		.	
1330	647.0606 Pavement Marking Island Nose Epoxy	2.000 EACH	.		.	
1340	647.0726 Pavement Marking Diagonal Epoxy 12-Inch	143.000 LF	.		.	
1350	647.0766 Pavement Marking Crosswalk Epoxy 6-Inch	600.000 LF	.		.	
1360	649.0400 Temporary Pavement Marking Removable Tape 4-Inch	200.000 LF	.		.	
1370	652.0225 Conduit Rigid Nonmetallic Schedule 40 2-Inch ***	4,609.000 LF	.		.	
1380	652.0235 Conduit Rigid Nonmetallic Schedule 40 3-Inch ***	1,725.000 LF	.		.	

## SCHEDULE OF ITEMS

REVISED:

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1517-75-76FEDERAL ID(S):  
WISC 2016128

CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
1390	652.0800 Conduit Loop Detector ***p**	1,034.000 LF	.		.	
1400	653.0105 Pull Boxes Steel 12x24-Inch	18.000 EACH	.		.	
1410	653.0135 Pull Boxes Steel 24x36-Inch	4.000 EACH	.		.	
1420	653.0140 Pull Boxes Steel 24x42-Inch	8.000 EACH	.		.	
1430	653.0905 Removing Pull Boxes	18.000 EACH	.		.	
1440	654.0101 Concrete Bases Type 1	4.000 EACH	.		.	
1450	654.0102 Concrete Bases Type 2	4.000 EACH	.		.	
1460	654.0105 Concrete Bases Type 5	25.000 EACH	.		.	
1470	654.0215 Concrete Control Cabinet Bases Type 9	1.000 EACH	.		.	
1480	654.0230 Concrete Control Cabinet Bases Type L30	2.000 EACH	.		.	
1490	655.0230 Cable Traffic Signal 5-14 AWG ***p**	264.000 LF	.		.	

## SCHEDULE OF ITEMS

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CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
1500	655.0240 Cable Traffic Signal 7-14 AWG **p**	284.000 LF	.		.	
1510	655.0260 Cable Traffic Signal 12-14 AWG **p**	1,332.000 LF	.		.	
1520	655.0305 Cable Type UF 2-12 AWG Grounded	536.000 LF	.		.	
1530	655.0515 Electrical Wire Traffic Signals 10 AWG **p**	1,057.000 LF	.		.	
1540	655.0610 Electrical Wire Lighting 12 AWG **p**	3,690.000 LF	.		.	
1550	655.0620 Electrical Wire Lighting 8 AWG **p**	20,416.000 LF	.		.	
1560	655.0625 Electrical Wire Lighting 6 AWG **p**	9,764.000 LF	.		.	
1570	655.0700 Loop Detector Lead In Cable **p**	2,364.000 LF	.		.	
1580	655.0800 Loop Detector Wire **p**	2,548.000 LF	.		.	
1590	656.0200 Electrical Service Meter Breaker Pedestal (location) 001. CB-600	LUMP	LUMP		.	

## SCHEDULE OF ITEMS

REVISED:

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1517-75-76FEDERAL ID(S):  
WISC 2016128

CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
1600	656.0200 Electrical Service Meter Breaker Pedestal (location) 002. CB-700	LUMP	LUMP		.	
1610	656.0200 Electrical Service Meter Breaker Pedestal (location) 003. Racine St & 9th St	LUMP	LUMP		.	
1620	656.0500 Electrical Service Breaker Disconnect Box (location) 001. Racine St & 9th St	LUMP	LUMP		.	
1630	657.0100 Pedestal Bases	4.000 EACH	.		.	
1640	657.0255 Transformer Bases Breakaway 11 1/2-Inch Bolt Circle	20.000 EACH	.		.	
1650	657.0310 Poles Type 3	4.000 EACH	.		.	
1660	657.0322 Poles Type 5-Aluminum	16.000 EACH	.		.	
1670	657.0425 Traffic Signal Standards Aluminum 15-FT	4.000 EACH	.		.	
1680	657.0585 Trombone Arms 15-FT	1.000 EACH	.		.	
1690	657.0595 Trombone Arms 25-FT	3.000 EACH	.		.	

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REVISED:

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WISC 2016128

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
1700	657.0709 Luminaire Arms Truss Type 4-Inch Clamp 12-FT	4.000 EACH	.		.	
1710	657.0710 Luminaire Arms Truss Type 4 1/2-Inch Clamp 12-FT	17.000 EACH	.		.	
1720	658.0110 Traffic Signal Face 3-12 Inch Vertical	8.000 EACH	.		.	
1730	658.0120 Traffic Signal Face 5-12 Inch Vertical	4.000 EACH	.		.	
1740	658.0165 Traffic Signal Face 5-12 Inch Horizontal	4.000 EACH	.		.	
1750	658.0215 Backplates Signal Face 3 Section 12-Inch	8.000 EACH	.		.	
1760	658.0225 Backplates Signal Face 5 Section 12-Inch	8.000 EACH	.		.	
1770	658.0416 Pedestrian Signal Face 16-Inch	8.000 EACH	.		.	
1780	658.0500 Pedestrian Push Buttons	8.000 EACH	.		.	
1790	658.0600 Led Modules 12-Inch Red Ball	16.000 EACH	.		.	
1800	658.0605 Led Modules 12-Inch Yellow Ball	16.000 EACH	.		.	

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
1810	658.0610 Led Modules 12-Inch Green Ball	16.000 EACH	.		.	
1820	658.0620 Led Modules 12-Inch Yellow Arrow	8.000 EACH	.		.	
1830	658.0625 Led Modules 12-Inch Green Arrow	8.000 EACH	.		.	
1840	658.0635 Led Modules Pedestrian Countdown Timer 16-Inch	8.000 EACH	.		.	
1850	658.5069 Signal Mounting Hardware (location) 001. Racine St & 9th St	LUMP	LUMP		.	
1860	659.1120 Luminaires Utility LED B	21.000 EACH	.		.	
1870	659.2130 Lighting Control Cabinets 120/240 30-Inch	2.000 EACH	.		.	
1880	690.0150 Sawing Asphalt	933.000 LF	.		.	
1890	690.0250 Sawing Concrete	490.000 LF	.		.	
1900	715.0415 Incentive Strength Concrete Pavement	11,530.000 DOL	1.00000		11530.00	
1910	ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR	2,400.000 HRS	5.00000		12000.00	



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CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
1920	ASP.1T0G On-the-Job Training Graduate at \$5. 00/HR	2,100.000 HRS	5.00000		10500.00	
1930	SPV.0035 Special 501. Planting Mix	611.000 CY	.		.	
1940	SPV.0060 Special 001. Pavt Marking Grooved Contrast Preformed Thermoplastic Arrows, Type 1	1.000 EACH	.		.	
1950	SPV.0060 Special 002. Pavt Marking Grooved Contrast Preformed Thermoplastic Arrows, Type 2R	4.000 EACH	.		.	
1960	SPV.0060 Special 003. Pavt Marking Grooved Contrast Preformed Thermoplastic Arrows, Type 2	17.000 EACH	.		.	
1970	SPV.0060 Special 004. Pavt Marking Grooved Contrast Preformed Thermoplastic Arrows, Type 3R	1.000 EACH	.		.	
1980	SPV.0060 Special 005. Pavt Marking Grooved Contrast Preformed Thermoplastic Arrows, Type 3	3.000 EACH	.		.	
1990	SPV.0060 Special 006. Pavt Marking Grooved Contrast Preformed Thermoplastic Words	17.000 EACH	.		.	

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1517-75-76FEDERAL ID(S):  
WISC 2016128

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
2000	SPV.0060 Special 100. Inlet 2x2.5-FT Special	4.000 EACH	.		.	
2010	SPV.0060 Special 353. Light Pole Special	9.000 EACH	.		.	
2020	SPV.0060 Special 354. Pull Box Non-Conductive 24x42 Inch	25.000 EACH	.		.	
2030	SPV.0060 Special 400. Remove and Deliver Existing Ramp Gate	2.000 EACH	.		.	
2040	SPV.0060 Special 450. Traffic Signal Controller & Cabinet (Racine St & 9th St)	1.000 EACH	.		.	
2050	SPV.0060 Special 650. Adjusting Sanitary Manhole Covers	8.000 EACH	.		.	
2060	SPV.0060 Special 651. Adjusting Water Valves	11.000 EACH	.		.	
2070	SPV.0060 Special 652. Adjusting Water Curb Stop	3.000 EACH	.		.	
2080	SPV.0075 Special 001. Street Sweeping	50.000 HRS	.		.	
2090	SPV.0090 Special 002. Concrete Curb & Gutter 4-Inch Sloped 36-Inch Type R Full Depth ***	450.000 LF	.		.	

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LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
2100	SPV.0090 Special 003. Concrete Curb & Gutter Integral 30-Inch Special **p**	LF 4,548.000	.		.	
2110	SPV.0090 Special 004. Concrete Curb & Gutter 18-Inch Type A Reject Full Depth **p**	LF 367.000	.		.	
2120	SPV.0090 Special 005. Pavt Marking Grooved Contrast Preformed Thermoplastic Crosswalk 6-Inch	LF 233.000	.		.	
2130	SPV.0090 Special 007. Railing	LF 120.000	.		.	
2140	SPV.0105 Special 001. Removing Sign Structure (S-70-13)	LUMP	LUMP		.	
2150	SPV.0105 Special 002. Survey Project 1517-75-76	LUMP	LUMP		.	
2160	SPV.0105 Special 003. Concrete Pavement Joint Layout	LUMP	LUMP		.	
2170	SPV.0105 Special 004. Temporary Signals Racine St & 9th St	LUMP	LUMP		.	
2180	SPV.0105 Special 451. Remove and Salvage Existing Traffic Signals (Racine St & 9th St)	LUMP	LUMP		.	

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			DOLLARS	CTS	DOLLARS	CTS
2190	SPV.0105 Special 452. Remove and Salvage Existing Traffic Signals (Racine Rd & Connectors)	LUMP	LUMP		.	
2200	SPV.0120 Special 001. Water for Seeded Areas	784.000 MGAL	.		.	
2210	SPV.0165 Special 001. Permanent Covering Type II Signs	59.060 SF	.		.	
2220	SPV.0165 Special 002. Permanent Covering Type I Signs	60.000 SF	.		.	
2230	SPV.0180 Special 001. Colored and Stamped Concrete, 5-Inch	4,113.000 SY	.		.	
2240	SPV.0180 Special 002. Colored Concrete Pavement 10-Inch	230.000 SY	.		.	
2250	SPV.0180 Special 003. Modified High Performance Concrete (HPC) Pavement 10-Inch ***p**	23,051.000 SY	.		.	
2260	SPV.0195 Special 001. Cold Patch	5.000 TON	.		.	
	SECTION 0001 TOTAL				.	
	TOTAL BID				.	

**PLEASE ATTACH SCHEDULE OF ITEMS HERE**





## Wisconsin Department of Transportation

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March 15, 2016

**Division of Transportation Systems  
Development**

Bureau of Project Development  
4802 Sheboygan Avenue, Rm 601  
P O Box 7916  
Madison, WI 53707-7916

**NOTICE TO ALL CONTRACTORS:**

Telephone: (608) 266-1631  
Facsimile (FAX): (608) 266-8459

**Federal Wage Rate Addendum #01**

**Letting of April 12, 2016**

Attached are copies of the revised U.S. Department of Labor Wage Rates that are effective for many proposals in the April 12, 2016 letting. The first 25 pages of the attachment are the first page of the county highway wage sheets (Page 1 of 3) and correspond to the affected proposal's county. The last two pages of the attachment are pages 2 and 3 of the highway wage sheets, which are the same for all counties.

The following proposals and counties are affected in the April 12, 2016 letting:

03 Iowa	05 Kenosha, Milwaukee, Ozaukee, Walworth, Waukesha
07 Milwaukee	08 Milwaukee
09 Milwaukee	10 Ozaukee
11 Racine	13 Brown, Calumet, Fond du Lac, Manitowoc, Marinette, Oconto, Outagamie, Sheboygan, Winnebago
14 Winnebago	15 Brown
16 Brown	18 Shawano
20 Lincoln	21 Marathon
22 Waupaca	25 Chippewa
26 Dane	27 Juneau
28 Fond du Lac	29 Winnebago
32 Brown	33 Winnebago
34 Brown	35 Marathon
36 Langlade	37 Langlade
39 Pierce	40 Pierce

The responsibility for notifying potential subcontractors and suppliers of these changes remains with the prime contractors.

Sincerely,

*Mike Coleman*

Proposal Development Specialist  
Proposal Management Section

SUPERSEDES DECISION WI20120010  
U. S. DEPARTMENT OF LABOR  
(DAVIS-BACON ACT, MINIMUM WAGE RATES)

STATE: Wisconsin

GENERAL DECISION NUMBER: WI160010

DESCRIPTION OF WORK: Highways and Airport Runway and Taxiway Construction

DATE: March 11, 2016

LABORERS CLASSIFICATION:		Basic Hourly Rates	Fringe Benefits			Basic Hourly Rates	Fringe Benefits
				<u>Truck Drivers:</u>			
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, Utility Man); Batch Truck Dumper; or Cement Handler; Bituminous Worker; (Dumper, Ironer, Smoother, Tamper); Concrete Handler .....	\$30.67 .....	15.55	1 & 2 Axles .....	25.63 .....	18.96	
Group 2:	Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); .....	30.77 .....	15.55	Three or More Axles; Euclids, Dumptor & Articulated, Truck Mechanic .....	25.63 .....	18.96	
Group 3:	Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off man .....	30.82 .....	15.55				
Group 4:	Line and Grade Specialist .....	31.02 .....	15.55				
Group 5:	Blaster and Powderman .....	30.87 .....	15.55				
Group 6:	Flagperson; Traffic Control .....	27.30 .....	15.55				

Notes: Welders receive rate prescribed for craft performing operation to which welding is incidental.  
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 (29 CFR,  
5.5(a)(1)(ii)). Includes Modification #0 dated January 8, 2016; Modification #1 dated January 29,  
2016; Modification #2 dated February 26, 2016; Modification #3 dated March 11, 2016.

CLASSES OF LABORER AND MECHANICS

Bricklayer .....	31.59 .....	16.39
Carpenter .....	30.48 .....	15.80
Millwright .....	32.11 .....	15.80
Piledriverman .....	30.98 .....	15.80
Ironworker .....	29.27 .....	23.96
Cement Mason/Concrete Finisher .....	34.16 .....	16.38
Electrician .....		See Page 3
Line Construction		
Lineman .....	42.14 .....	32% + 5.00
Heavy Equipment Operator .....	40.03 .....	32% + 5.00
Equipment Operator .....	33.71 .....	32% + 5.00
Heavy Groundman Driver .....	26.78 .....	14.11
Light Groundman Driver .....	24.86 .....	13.45
Groundsman .....	23.18 .....	32% + 5.00
Painters .....	23.74 .....	11.72
Well Drilling:		
Well Driller .....	16.52 .....	3.70



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				<u>Truck Drivers:</u>			
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Group 2:	Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); .....	30.77 .....	15.55	Three or More Axles; Euclids, Dumptor & Articulated, Truck Mechanic.....	25.63 .....	18.96	
Group 3:	Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off man.....	30.82 .....	15.55				
Group 4:	Line and Grade Specialist .....	31.02 .....	15.55				
Group 5:	Blaster and Powderman .....	30.87 .....	15.55				
Group 6:	Flagperson; Traffic Control.....	27.30 .....	15.55				

CLASSES OF LABORER AND MECHANICS

Bricklayer .....	31.59 .....	16.39
Carpenter .....	30.48 .....	15.80
Millwright .....	32.11 .....	15.80
Piledriverman .....	30.98 .....	15.80
Ironworker .....	29.27 .....	23.96
Cement Mason/Concrete Finisher .....	34.16 .....	16.38
Electrician .....		See Page 3
Line Construction		
Lineman .....	42.14 .....	32% + 5.00
Heavy Equipment Operator .....	40.03 .....	32% + 5.00
Equipment Operator .....	33.71 .....	32% + 5.00
Heavy Groundman Driver .....	26.78 .....	14.11
Light Groundman Driver .....	24.86 .....	13.45
Groundsman .....	23.18 .....	32% + 5.00
Painters .....	23.74 .....	11.72
Well Drilling:		
Well Driller .....	16.52 .....	3.70

Notes: Welders receive rate prescribed for craft performing operation to which welding is incidental. 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 (29 CFR, 5.5(a)(1)(ii)). Includes Modification #0 dated January 8, 2016; Modification #1 dated January 29, 2016; Modification #2 dated February 26, 2016; Modification #3 dated March 11, 2016.

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U. S. DEPARTMENT OF LABOR  
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STATE: Wisconsin

GENERAL DECISION NUMBER: WI160010

DESCRIPTION OF WORK: Highways and Airport Runway and Taxiway Construction

DATE: March 11, 2016

LABORERS CLASSIFICATION:	Basic Hourly Rates	Fringe Benefits		Basic Hourly Rates	Fringe Benefits
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, Utility Man); Batch Truck Dumper; or Cement Handler; Bituminous Worker; (Dumper, Ironer, Smoother, Tamper); Concrete Handler .....	\$30.67 .....	15.55			
Group 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); .....	30.77 .....	15.55			
Group 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off man .....	30.82 .....	15.55			
Group 4: Line and Grade Specialist .....	31.02 .....	15.55			
Group 5: Blaster and Powderman .....	30.87 .....	15.55			
Group 6: Flagperson; Traffic Control .....	27.30 .....	15.55			

Truck Drivers:

1 & 2 Axles .....	25.63 .....	18.96
Three or More Axles; Euclids, Dumptor & Articulated, Truck Mechanic .....	25.63 .....	18.96

CLASSES OF LABORER AND MECHANICS

Bricklayer .....	31.36 .....	16.51
Carpenter .....	30.48 .....	15.80
Millwright .....	32.11 .....	15.80
Piledriverman .....	30.98 .....	15.80
Ironworker .....	35.50 .....	23.45
Cement Mason/Concrete Finisher .....	34.16 .....	16.38
Electrician .....	See Page 3	
Line Construction		
Lineman .....	42.14 .....	32% + 5.00
Heavy Equipment Operator .....	40.03 .....	32% + 5.00
Equipment Operator .....	33.71 .....	32% + 5.00
Heavy Groundman Driver .....	26.78 .....	14.11
Light Groundman Driver .....	24.86 .....	13.45
Groundsman .....	23.18 .....	32% + 5.00
Painters .....	24.11 .....	12.15
Well Drilling:		
Well Driller .....	16.52 .....	3.70

Notes: Welders receive rate prescribed for craft performing operation to which welding is incidental. 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 (29 CFR, 5.5(a)(1)(ii)). Includes Modification #0 dated January 8, 2016; Modification #1 dated January 29, 2016; Modification #2 dated February 26, 2016; Modification #3 dated March 11, 2016.

SUPERSEDES DECISION WI20120010  
U. S. DEPARTMENT OF LABOR  
(DAVIS-BACON ACT, MINIMUM WAGE RATES)

STATE: Wisconsin

GENERAL DECISION NUMBER: WI160010

DATE: March 11, 2016

DESCRIPTION OF WORK: Highways and Airport Runway and Taxiway Construction

LABORERS CLASSIFICATION:		Basic Hourly Rates	Fringe Benefits		Basic Hourly Rates	Fringe Benefits
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, Utility Man); Batch Truck Dumper; or Cement Handler; Bituminous Worker; (Dumper, Ironer, Smoother, Tamper); Concrete Handler .....	\$30.95.....	15.55	<u>Truck Drivers:</u>		
				1 & 2 Axles .....	25.63 .....	18.96
				Three or More Axles; Euclids, Dumptor & Articulated, Truck Mechanic.....	25.63 .....	18.96
Group 2:	Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer .....	31.05.....	15.55			
Group 3:	Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off man.....	31.10.....	15.55			
Group 4:	Line and Grade Specialist .....	31.30.....	15.55			
Group 5:	Blaster and Powderman .....	31.15.....	15.55			
Group 6:	Flagperson and Traffic Control Person.....	27.30.....	15.55			

CLASSES OF LABORER AND MECHANICS

Bricklayer .....	28.41.....	12.81
Carpenter .....	30.48.....	15.80
Millwright .....	32.11.....	15.80
Piledriverman .....	30.98.....	15.80
Ironworker .....	32.85.....	21.84
Cement Mason/Concrete Finisher .....	32.09.....	16.13
Electrician .....		See Page 3
Line Construction		
Lineman.....	42.14.....	32% + 5.00
Heavy Equipment Operator .....	40.03.....	32% + 5.00
Equipment Operator.....	33.71.....	32% + 5.00
Heavy Groundman Driver.....	26.78.....	14.11
Light Groundman Driver .....	24.86.....	13.45
Groundsman.....	23.18.....	32% + 5.00
Painter, Brush .....	26.70.....	17.65
Painter, Spray, Structural Steel Bridges.....	27.70.....	17.65
Well Drilling:		
Well Driller.....	16.52.....	3.70

Notes: Welders receive rate prescribed for craft performing operation to which welding is incidental. 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 (29 CFR, 5.5(a)(1)(ii)). Includes Modification #0 dated January 8, 2016; Modification #1 dated January 29, 2016; Modification #2 dated February 26, 2016; Modification #3 dated March 11, 2016.

SUPERSEDES DECISION WI20120010  
U. S. DEPARTMENT OF LABOR  
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STATE: Wisconsin

GENERAL DECISION NUMBER: WI160010

DESCRIPTION OF WORK: Highways and Airport Runway and Taxiway Construction

DATE: March 11, 2016

LABORERS CLASSIFICATION:	Basic Hourly Rates	Fringe Benefits		Basic Hourly Rates	Fringe Benefits
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, Utility Man); Batch Truck Dumper; or Cement Handler; Bituminous Worker; (Dumper, Ironer, Smoother, Tamper); Concrete Handler .....	\$30.67 .....	15.55			
Group 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); .....	30.77 .....	15.55			
Group 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off man .....	30.82 .....	15.55			
Group 4: Line and Grade Specialist .....	31.02 .....	15.55			
Group 5: Blaster and Powderman .....	30.87 .....	15.55			
Group 6: Flagperson; Traffic Control .....	27.30 .....	15.55			

Truck Drivers:

1 & 2 Axles .....	25.63 .....	18.96
Three or More Axles; Euclids, Dumptor & Articulated, Truck Mechanic .....	25.63 .....	18.96

Notes: Welders receive rate prescribed for craft performing operation to which welding is incidental.  
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 (29 CFR,  
5.5(a)(1)(ii)). Includes Modification #0 dated January 8, 2016; Modification #1 dated January 29,  
2016; Modification #2 dated February 26, 2016; Modification #3 dated March 11, 2016.

CLASSES OF LABORER AND MECHANICS

Bricklayer .....	31.59 .....	16.39
Carpenter .....	30.48 .....	15.80
Millwright .....	32.11 .....	15.80
Piledriverman .....	30.98 .....	15.80
Ironworker .....	29.27 .....	23.96
Cement Mason/Concrete Finisher .....	34.16 .....	16.38
Electrician .....	See Page 3	
Line Construction		
Lineman .....	42.14 .....	32% + 5.00
Heavy Equipment Operator .....	40.03 .....	32% + 5.00
Equipment Operator .....	33.71 .....	32% + 5.00
Heavy Groundman Driver .....	26.78 .....	14.11
Light Groundman Driver .....	24.86 .....	13.45
Groundsman .....	23.18 .....	32% + 5.00
Painters .....	23.74 .....	11.72
Well Drilling:		
Well Driller .....	16.52 .....	3.70

SUPERSEDES DECISION WI20120010  
U. S. DEPARTMENT OF LABOR  
(DAVIS-BACON ACT, MINIMUM WAGE RATES)

STATE: Wisconsin

GENERAL DECISION NUMBER: WI160010

DESCRIPTION OF WORK: Highways and Airport Runway and Taxiway Construction

DATE: March 11, 2016

LABORERS CLASSIFICATION:		Basic Hourly Rates	Fringe Benefits			Basic Hourly Rates	Fringe Benefits
				<u>Truck Drivers:</u>			
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, Utility Man); Batch Truck Dumper; or Cement Handler; Bituminous Worker; (Dumper, Ironer, Smoother, Tamper); Concrete Handler .....	\$30.67 .....	15.55	1 & 2 Axles .....	25.63 .....	18.96	
Group 2:	Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); .....	30.77 .....	15.55	Three or More Axles; Euclids, Dumptor & Articulated, Truck Mechanic.....	25.63 .....	18.96	
Group 3:	Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off man.....	30.82 .....	15.55				
Group 4:	Line and Grade Specialist .....	31.02 .....	15.55				
Group 5:	Blaster and Powderman .....	30.87 .....	15.55				
Group 6:	Flagperson; Traffic Control .....	27.30 .....	15.55				

CLASSES OF LABORER AND MECHANICS

Bricklayer .....	28.41.....	12.81
Carpenter .....	30.48.....	15.80
Millwright .....	32.11.....	15.80
Piledriverman .....	30.98.....	15.80
Ironworker .....	32.85.....	21.84
Cement Mason/Concrete Finisher .....	32.09.....	16.13
Electrician .....		See Page 3
Line Construction		
Lineman.....	42.14.....	32% + 5.00
Heavy Equipment Operator .....	40.03.....	32% + 5.00
Equipment Operator.....	33.71.....	32% + 5.00
Heavy Groundman Driver.....	26.78.....	14.11
Light Groundman Driver .....	24.86.....	13.45
Groundsman.....	23.18.....	32% + 5.00
Painter, Brush .....	26.70.....	17.65
Painter, Spray, Structural Steel,Bridges.....	27.70.....	17.65
Well Drilling:		
Well Driller.....	16.52.....	3.70

Notes: Welders receive rate prescribed for craft performing operation to which welding is incidental. 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 (29 CFR, 5.5(a)(1)(ii)). Includes Modification #0 dated January 8, 2016; Modification #1 dated January 29, 2016; Modification #2 dated February 26, 2016; Modification #3 dated March 11, 2016.

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U. S. DEPARTMENT OF LABOR  
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DATE: March 11, 2016

LABORERS CLASSIFICATION:	Basic Hourly Rates	Fringe Benefits	Truck Drivers:	Basic Hourly Rates	Fringe Benefits
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, Utility Man); Batch Truck Dumper; or Cement Handler; Bituminous Worker; (Dumper, Ironer, Smoother, Tamper); Concrete Handler .....	\$30.67	15.55	1 & 2 Axles .....	25.63	18.96
Group 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); .....	30.77	15.55	Three or More Axles; Euclids, Dumptor & Articulated, Truck Mechanic.....	25.63	18.96
Group 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off man.....	30.82	15.55			
Group 4: Line and Grade Specialist .....	31.02	15.55			
Group 5: Blaster and Powderman .....	30.87	15.55			
Group 6: Flagperson; Traffic Control.....	27.30	15.55			

CLASSES OF LABORER AND MECHANICS

Bricklayer .....	35.94	17.05
Carpenter .....	30.48	15.80
Millwright .....	32.11	15.80
Piledriverman .....	30.98	15.80
Ironworker .....	32.85	21.84
Cement Mason/Concrete Finisher .....	31.37	16.85
Electrician .....	See Page 3	
Line Construction		
Lineman.....	42.14	32% + 5.00
Heavy Equipment Operator .....	40.03	32% + 5.00
Equipment Operator.....	33.71	32% + 5.00
Heavy Groundman Driver.....	26.78	14.11
Light Groundman Driver .....	24.86	13.45
Groundsman.....	23.18	32% + 5.00
Painters .....	23.74	11.72
Well Drilling:		
Well Driller.....	16.52	3.70

Notes: Welders receive rate prescribed for craft performing operation to which welding is incidental. 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 (29 CFR, 5.5(a)(1)(ii)). Includes Modification #0 dated January 8, 2016; Modification #1 dated January 29, 2016; Modification #2 dated February 26, 2016; Modification #3 dated March 11, 2016.

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STATE: Wisconsin

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DATE: March 11, 2016

DESCRIPTION OF WORK: Highways and Airport Runway and Taxiway Construction

LABORERS CLASSIFICATION:		Basic Hourly Rates	Fringe Benefits		Basic Hourly Rates	Fringe Benefits
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, Utility Man); Batch Truck Dumper; or Cement Handler; Bituminous Worker; (Dumper, Ironer, Smoother, Tamper); Concrete Handler .....	\$26.57	19.35	Truck Drivers:		
				1 & 2 Axles .....	25.63	18.96
				Three or More Axles; Euclids, Dumptor & Articulated, Truck Mechanic.....	25.63	18.96
Group 2:	Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer .....	26.72	19.35			
Group 3:	Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off man.....	26.92	19.35			
Group 4:	Line and Grade Specialist .....	26.89	19.35			
Group 5:	Blaster and Powderman .....	27.22	19.35			
Group 6:	Flagman; traffic control person.....	23.71	19.35			

CLASSES OF LABORER AND MECHANICS

Bricklayer .....	35.10	18.58
Carpenter .....	30.52	14.41
Piledriverman .....	24.47	19.46
Ironworker .....	32.36	24.07
Cement Mason/Concrete Finisher .....	28.50	19.72
Electrician .....		See Page 3
Line Construction		
Lineman.....	42.14	32% + 5.00
Heavy Equipment Operator .....	40.03	32% + 5.00
Equipment Operator.....	33.71	32% + 5.00
Heavy Groundman Driver.....	26.78	14.11
Light Groundman Driver .....	24.86	13.45
Groundsman.....	23.18	32% + 5.00
Millwrights.....	25.27	13.78
Painter, Brush.....	31.84	18.60
Painter, Structural Steel .....	31.99	18.60
Painter, Spray .....	32.84	18.60
Well Drilling:		
Well Driller.....	16.52	3.70

Notes: Welders receive rate prescribed for craft performing operation to which welding is incidental. 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 (29 CFR, 5.5(a)(1)(ii)). Includes Modification #0 dated January 8, 2016; Modification #1 dated January 29, 2016; Modification #2 dated February 26, 2016; Modification #3 dated March 11, 2016.

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DATE: March 11, 2016

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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, Utility Man); Batch Truck Dumper; or Cement Handler; Bituminous Worker; (Dumper, Ironer, Smoother, Tamper); Concrete Handler .....	\$30.67 .....	15.55			
Group 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); .....	30.77 .....	15.55			
Group 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off man .....	30.82 .....	15.55			
Group 4: Line and Grade Specialist .....	31.02 .....	15.55			
Group 5: Blaster and Powderman .....	30.87 .....	15.55			
Group 6: Flagperson; Traffic Control .....	27.30 .....	15.55			

Truck Drivers:

1 & 2 Axles .....	25.63 .....	18.96
Three or More Axles; Euclids, Dumptor & Articulated, Truck Mechanic .....	25.63 .....	18.96

CLASSES OF LABORER AND MECHANICS

Bricklayer .....	32.14 .....	16.56
Carpenter .....	30.48 .....	15.80
Millwright .....	32.11 .....	15.80
Piledriverman .....	30.98 .....	15.80
Ironworker .....	32.85 .....	21.84
Cement Mason/Concrete Finisher .....	34.16 .....	16.38
Electrician .....	See Page 3	
Line Construction		
Lineman .....	42.14 .....	32% + 5.00
Heavy Equipment Operator .....	40.03 .....	32% + 5.00
Equipment Operator .....	33.71 .....	32% + 5.00
Heavy Groundman Driver .....	26.78 .....	14.11
Light Groundman Driver .....	24.86 .....	13.45
Groundsman .....	23.18 .....	32% + 5.00
Painters .....	23.74 .....	11.72
Well Drilling:		
Well Driller .....	16.52 .....	3.70

Notes: Welders receive rate prescribed for craft performing operation to which welding is incidental. 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 (29 CFR, 5.5(a)(1)(ii)). Includes Modification #0 dated January 8, 2016; Modification #1 dated January 29, 2016; Modification #2 dated February 26, 2016; Modification #3 dated March 11, 2016.



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Group 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); .....	30.77 .....	15.55			
Group 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off man .....	30.82 .....	15.55			
Group 4: Line and Grade Specialist .....	31.02 .....	15.55			
Group 5: Blaster and Powderman .....	30.87 .....	15.55			
Group 6: Flagperson; Traffic Control .....	27.30 .....	15.55			

Truck Drivers:

1 & 2 Axles .....	25.63 .....	18.96
Three or More Axles; Euclids, Dumptor & Articulated, Truck Mechanic .....	25.63 .....	18.96

CLASSES OF LABORER AND MECHANICS

Bricklayer .....	32.14 .....	16.56
Carpenter .....	30.48 .....	15.80
Millwright .....	32.11 .....	15.80
Piledriverman .....	30.98 .....	15.80
Ironworker .....	31.04 .....	23.45
Cement Mason/Concrete Finisher .....	34.16 .....	16.38
Electrician .....	See Page 3	
Line Construction		
Lineman .....	42.14 .....	32% + 5.00
Heavy Equipment Operator .....	40.03 .....	32% + 5.00
Equipment Operator .....	33.71 .....	32% + 5.00
Heavy Groundman Driver .....	26.78 .....	14.11
Light Groundman Driver .....	24.86 .....	13.45
Groundsman .....	23.18 .....	32% + 5.00
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Well Driller .....	16.52 .....	3.70

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DATE: March 11, 2016

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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, Utility Man); Batch Truck Dumper; or Cement Handler; Bituminous Worker; (Dumper, Ironer, Smoother, Tamper); Concrete Handler .....	\$30.67 .....	15.55			
Group 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); .....	30.77 .....	15.55			
Group 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off man .....	30.82 .....	15.55			
Group 4: Line and Grade Specialist .....	31.02 .....	15.55			
Group 5: Blaster and Powderman .....	30.87 .....	15.55			
Group 6: Flagperson; Traffic Control .....	27.30 .....	15.55			

Truck Drivers:

1 & 2 Axles .....	25.63 .....	18.96
Three or More Axles; Euclids, Dumptr & Articulated, Truck Mechanic .....	25.63 .....	18.96

CLASSES OF LABORER AND MECHANICS

Bricklayer .....	31.59 .....	16.39
Carpenter .....	30.48 .....	15.80
Millwright .....	32.11 .....	15.80
Piledriverman .....	30.98 .....	15.80
Ironworker .....	29.27 .....	23.96
Cement Mason/Concrete Finisher .....	34.16 .....	16.38
Electrician .....	See Page 3	
Line Construction		
Lineman .....	42.14 .....	32% + 5.00
Heavy Equipment Operator .....	40.03 .....	32% + 5.00
Equipment Operator .....	33.71 .....	32% + 5.00
Heavy Groundman Driver .....	26.78 .....	14.11
Light Groundman Driver .....	24.86 .....	13.45
Groundsman .....	23.18 .....	32% + 5.00
Painters .....	23.74 .....	11.72
Well Drilling:		
Well Driller .....	16.52 .....	3.70

Notes: Welders receive rate prescribed for craft performing operation to which welding is incidental. 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 (29 CFR, 5.5(a)(1)(ii)). Includes Modification #0 dated January 8, 2016; Modification #1 dated January 29, 2016; Modification #2 dated February 26, 2016; Modification #3 dated March 11, 2016.

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STATE: Wisconsin

GENERAL DECISION NUMBER: WI160010

DESCRIPTION OF WORK: Highways and Airport Runway and Taxiway Construction

DATE: March 11, 2016

LABORERS CLASSIFICATION:		Basic Hourly Rates	Fringe Benefits			Basic Hourly Rates	Fringe Benefits
				<u>Truck Drivers:</u>			
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, Utility Man); Batch Truck Dumper; or Cement Handler; Bituminous Worker; (Dumper, Ironer, Smoother, Tamper); Concrete Handler .....	\$30.67 .....	15.55	1 & 2 Axles .....	25.63 .....	18.96	
Group 2:	Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); .....	30.77 .....	15.55	Three or More Axles; Euclids, Dumptor & Articulated, Truck Mechanic.....	25.63 .....	18.96	
Group 3:	Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off man.....	30.82 .....	15.55				
Group 4:	Line and Grade Specialist .....	31.02 .....	15.55				
Group 5:	Blaster and Powderman .....	30.87 .....	15.55				
Group 6:	Flagperson; Traffic Control .....	27.30 .....	15.55				

CLASSES OF LABORER AND MECHANICS

Bricklayer .....	32.14 .....	16.56
Carpenter .....	30.48 .....	15.80
Millwright .....	32.11 .....	15.80
Piledriverman .....	30.98 .....	15.80
Ironworker .....	32.85 .....	21.84
Cement Mason/Concrete Finisher .....	34.16 .....	16.38
Electrician .....		See Page 3
Line Construction		
Lineman .....	42.14 .....	32% + 5.00
Heavy Equipment Operator .....	40.03 .....	32% + 5.00
Equipment Operator .....	33.71 .....	32% + 5.00
Heavy Groundman Driver .....	26.78 .....	14.11
Light Groundman Driver .....	24.86 .....	13.45
Groundsman .....	23.18 .....	32% + 5.00
Painters .....	23.74 .....	11.72
Well Drilling:		
Well Driller .....	16.52 .....	3.70

Notes: Welders receive rate prescribed for craft performing operation to which welding is incidental. 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 (29 CFR, 5.5(a)(1)(ii)). Includes Modification #0 dated January 8, 2016; Modification #1 dated January 29, 2016; Modification #2 dated February 26, 2016; Modification #3 dated March 11, 2016.

SUPERSEDES DECISION WI20120010  
U. S. DEPARTMENT OF LABOR  
(DAVIS-BACON ACT, MINIMUM WAGE RATES)

STATE: Wisconsin

GENERAL DECISION NUMBER: WI160010

DESCRIPTION OF WORK: Highways and Airport Runway and Taxiway Construction

DATE: March 11, 2016

LABORERS CLASSIFICATION:	Basic Hourly Rates	Fringe Benefits		Basic Hourly Rates	Fringe Benefits
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, Utility Man); Batch Truck Dumper; or Cement Handler; Bituminous Worker; (Dumper, Ironer, Smoother, Tamper); Concrete Handler .....	\$30.67 .....	15.55			
Group 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); .....	30.77 .....	15.55			
Group 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off man .....	30.82 .....	15.55			
Group 4: Line and Grade Specialist .....	31.02 .....	15.55			
Group 5: Blaster and Powderman .....	30.87 .....	15.55			
Group 6: Flagperson; Traffic Control .....	27.30 .....	15.55			

Truck Drivers:

1 & 2 Axles .....	25.63 .....	18.96
Three or More Axles; Euclids, Dumptr & Articulated, Truck Mechanic .....	25.63 .....	18.96

CLASSES OF LABORER AND MECHANICS

Bricklayer .....	31.59 .....	16.39
Carpenter (Except NE Corner).....	30.48 .....	15.80
Millwright (Except NE Corner).....	32.11 .....	15.80
Piledriverman (Except NE Corner) .....	30.98 .....	15.80
Carpenter (Northeast Part) .....	22.61 .....	7.97
Millwright (Northeast Part).....	24.16 .....	7.97
Piledriverman (Northeast Part).....	23.11 .....	7.97
Ironworker .....	29.27 .....	23.96
Cement Mason/Concrete Finisher .....	34.16 .....	16.38
Electrician .....		See Page 3
Line Construction		
Lineman.....	42.14 .....	32% + 5.00
Heavy Equipment Operator .....	40.03 .....	32% + 5.00
Equipment Operator.....	33.71 .....	32% + 5.00
Heavy Groundman Driver .....	26.78 .....	14.11
Light Groundman Driver .....	24.86 .....	13.45
Groundsman .....	23.18 .....	32% + 5.00
Painters .....	23.74 .....	11.72
Well Drilling:		
Well Driller.....	16.52 .....	3.70

Notes: Welders receive rate prescribed for craft performing operation to which welding is incidental. 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 (29 CFR, 5.5(a)(1)(ii)). Includes Modification #0 dated January 8, 2016; Modification #1 dated January 29, 2016; Modification #2 dated February 26, 2016; Modification #3 dated March 11, 2016.

SUPERSEDES DECISION WI20120010  
U. S. DEPARTMENT OF LABOR  
(DAVIS-BACON ACT, MINIMUM WAGE RATES)

STATE: Wisconsin

GENERAL DECISION NUMBER: WI160010

DATE: March 11, 2016

DESCRIPTION OF WORK: Highways and Airport Runway and Taxiway Construction

LABORERS CLASSIFICATION:		Basic Hourly Rates	Fringe Benefits			Basic Hourly Rates	Fringe Benefits
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, Utility Man); Batch Truck Dumper; or Cement Handler; Bituminous Worker; (Dumper, Ironer, Smoother, Tamper); Concrete Handler .....	\$27.51	19.35	Truck Drivers:			
Group 2:	Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer .....	27.66	19.35	1 & 2 Axles .....	25.63	18.96	
Group 3:	Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off man .....	27.86	19.35	Three or More Axles; Euclids, Dumptor & Articulated, Truck Mechanic .....	25.63	18.96	
Group 4:	Line and Grade Specialist .....	28.01	19.35				
Group 5:	Blaster and Powderman .....	28.16	19.35				
Group 6:	Flagperson traffic control person .....	24.00	19.35				

CLASSES OF LABORER AND MECHANICS

Bricklayer .....	36.74	18.19
Carpenter .....	30.52	14.41
Piledriverman .....	27.25	19.46
Ironworker .....	32.36	24.07
Cement Mason/Concrete Finisher .....	30.69	17.53
Electrician .....	See Page 3	
Line Construction		
Lineman .....	42.14	32% + 5.00
Heavy Equipment Operator .....	40.03	32% + 5.00
Equipment Operator .....	33.71	32% + 5.00
Heavy Groundman Driver .....	26.78	14.11
Light Groundman Driver .....	24.86	13.45
Groundsman .....	23.18	32% + 5.00
Millwrights .....	26.32	13.98
Painter, Brush .....	29.52	20.04
Painter, Spray and Sandblaster .....	30.27	20.04
Painter, Bridge .....	29.87	20.04
Well Drilling:		
Well Driller .....	16.52	3.70

Notes: Welders receive rate prescribed for craft performing operation to which welding is incidental. 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 (29 CFR, 5.5(a)(1)(ii)). Includes Modification #0 dated January 8, 2016; Modification #1 dated January 29, 2016; Modification #2 dated February 26, 2016; Modification #3 dated March 11, 2016.

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U. S. DEPARTMENT OF LABOR  
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STATE: Wisconsin

GENERAL DECISION NUMBER: WI160010

DESCRIPTION OF WORK: Highways and Airport Runway and Taxiway Construction

DATE: March 11, 2016

LABORERS CLASSIFICATION:	Basic Hourly Rates	Fringe Benefits		Basic Hourly Rates	Fringe Benefits
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, Utility Man); Batch Truck Dumper; or Cement Handler; Bituminous Worker; (Dumper, Ironer, Smoother, Tamper); Concrete Handler .....	\$30.67	15.55			
Group 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); .....	30.77	15.55			
Group 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off man .....	30.82	15.55			
Group 4: Line and Grade Specialist .....	31.02	15.55			
Group 5: Blaster and Powderman .....	30.87	15.55			
Group 6: Flagperson; Traffic Control .....	27.30	15.55			

Truck Drivers:

1 & 2 Axles .....	25.63	18.96
Three or More Axles; Euclids, Dumptor & Articulated, Truck Mechanic .....	25.63	18.96

CLASSES OF LABORER AND MECHANICS

Bricklayer .....	31.59	16.39
Carpenter .....	30.48	15.80
Millwright .....	32.11	15.80
Piledriverman .....	30.98	15.80
Ironworker .....	29.27	23.96
Cement Mason/Concrete Finisher .....	34.16	16.38
Electrician .....	See Page 3	
Line Construction		
Lineman .....	42.14	32% + 5.00
Heavy Equipment Operator .....	40.03	32% + 5.00
Equipment Operator .....	33.71	32% + 5.00
Heavy Groundman Driver .....	26.78	14.11
Light Groundman Driver .....	24.86	13.45
Groundsman .....	23.18	32% + 5.00
Painters .....	23.74	11.72
Well Drilling:		
Well Driller .....	16.52	3.70

Notes: Welders receive rate prescribed for craft performing operation to which welding is incidental. 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 (29 CFR, 5.5(a)(1)(ii)). Includes Modification #0 dated January 8, 2016; Modification #1 dated January 29, 2016; Modification #2 dated February 26, 2016; Modification #3 dated March 11, 2016.

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STATE: Wisconsin

GENERAL DECISION NUMBER: WI160010

DESCRIPTION OF WORK: Highways and Airport Runway and Taxiway Construction

DATE: March 11, 2016

LABORERS CLASSIFICATION:		Basic Hourly Rates	Fringe Benefits			Basic Hourly Rates	Fringe Benefits
				<u>Truck Drivers:</u>			
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, Utility Man); Batch Truck Dumper; or Cement Handler; Bituminous Worker; (Dumper, Ironer, Smoother, Tamper); Concrete Handler .....	\$30.67 .....	15.55	1 & 2 Axles .....	25.63 .....	18.96	
Group 2:	Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); .....	30.77 .....	15.55	Three or More Axles; Euclids, Dumptor & Articulated, Truck Mechanic.....	25.63 .....	18.96	
Group 3:	Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off man.....	30.82 .....	15.55				
Group 4:	Line and Grade Specialist .....	31.02 .....	15.55				
Group 5:	Blaster and Powderman .....	30.87 .....	15.55				
Group 6:	Flagperson; Traffic Control.....	27.30 .....	15.55				

CLASSES OF LABORER AND MECHANICS

Bricklayer .....	26.78 .....	12.75
Carpenter .....	30.48 .....	15.80
Millwright .....	32.11 .....	15.80
Piledriverman .....	30.98 .....	15.80
Ironworker .....	29.27 .....	23.96
Cement Mason/Concrete Finisher .....	34.16 .....	16.38
Electrician .....		See Page 3
Line Construction		
Lineman .....	42.14 .....	32% + 5.00
Heavy Equipment Operator .....	40.03 .....	32% + 5.00
Equipment Operator .....	33.71 .....	32% + 5.00
Heavy Groundman Driver .....	26.78 .....	14.11
Light Groundman Driver .....	24.86 .....	13.45
Groundsman .....	23.18 .....	32% + 5.00
Painters .....	23.74 .....	11.72
Well Drilling:		
Well Driller .....	16.52 .....	3.70

Notes: Welders receive rate prescribed for craft performing operation to which welding is incidental. 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 (29 CFR, 5.5(a)(1)(ii)). Includes Modification #0 dated January 8, 2016; Modification #1 dated January 29, 2016; Modification #2 dated February 26, 2016; Modification #3 dated March 11, 2016.

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U. S. DEPARTMENT OF LABOR  
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STATE: Wisconsin

GENERAL DECISION NUMBER: WI160010

DESCRIPTION OF WORK: Highways and Airport Runway and Taxiway Construction

DATE: March 11, 2016

LABORERS CLASSIFICATION:	Basic Hourly Rates	Fringe Benefits	Truck Drivers:	Basic Hourly Rates	Fringe Benefits
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, Utility Man); Batch Truck Dumper; or Cement Handler; Bituminous Worker; (Dumper, Ironer, Smoother, Tamper); Concrete Handler .....	\$26.76	19.35	1 & 2 Axles .....	25.63	18.96
Group 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); .....	26.86	19.35	Three or More Axles; Euclids, Dumptor & Articulated, Truck Mechanic.....	25.63	18.96
Group 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off man.....	26.91	19.35			
Group 4: Line and Grade Specialist.....	27.11	19.35			
Group 5: Blaster and Powderman.....	26.96	19.35			
Group 6: Flagperson and Traffic Control Person .....	23.85	19.35			

CLASSES OF LABORER AND MECHANICS

Bricklayer .....	36.74	18.19
Carpenter .....	30.52	14.41
Piledriverman .....	27.25	19.46
Ironworker .....	32.36	24.07
Cement Mason/Concrete Finisher .....	30.69	17.53
Electrician .....	See Page 3	
Line Construction		
Lineman.....	42.14	32% + 5.00
Heavy Equipment Operator .....	40.03	32% + 5.00
Equipment Operator.....	33.71	32% + 5.00
Heavy Groundman Driver.....	26.78	14.11
Light Groundman Driver .....	24.86	13.45
Groundsman.....	23.18	32% + 5.00
Millwrights.....	26.32	13.98
Painter, Brush.....	29.52	20.04
Painter, Spray and Sandblaster .....	30.27	20.04
Painter, Bridge.....	29.87	20.04
Well Drilling:		
Well Driller.....	16.52	3.70

Notes: Welders receive rate prescribed for craft performing operation to which welding is incidental. 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 (29 CFR, 5.5(a)(1)(ii)). Includes Modification #0 dated January 8, 2016; Modification #1 dated January 29, 2016; Modification #2 dated February 26, 2016; Modification #3 dated March 11, 2016.



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U. S. DEPARTMENT OF LABOR  
(DAVIS-BACON ACT, MINIMUM WAGE RATES)

STATE: Wisconsin

GENERAL DECISION NUMBER: WI160010

DESCRIPTION OF WORK: Highways and Airport Runway and Taxiway Construction

DATE: March 11, 2016

LABORERS CLASSIFICATION:	Basic Hourly Rates	Fringe Benefits	Truck Drivers:	Basic Hourly Rates	Fringe Benefits
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, Utility Man); Batch Truck Dumper; or Cement Handler; Bituminous Worker; (Dumper, Ironer, Smoother, Tamper); Concrete Handler .....	\$30.67 .....	15.55	1 & 2 Axles .....	25.63 .....	18.96
Group 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); .....	30.77 .....	15.55	Three or More Axles; Euclids, Dumptor & Articulated, Truck Mechanic.....	25.63 .....	18.96
Group 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off man.....	30.82 .....	15.55			
Group 4: Line and Grade Specialist .....	31.02 .....	15.55			
Group 5: Blaster and Powderman .....	30.87 .....	15.55			
Group 6: Flagperson; Traffic Control.....	27.30 .....	15.55			

CLASSES OF LABORER AND MECHANICS

Bricklayer .....	31.36.....	16.51
Carpenter (W. of Hwy. 29) .....	33.34.....	16.73
Piledriverman (W. of Hwy. 29) .....	33.34.....	16.73
Carpenter (E. of Hwys. 29 & 65).....	30.48.....	15.80
Millwright (E. of Hwys. 29 & 65).....	32.11.....	15.80
Piledriverman (E. Hwys. 29 & 65) .....	30.98.....	15.80
Ironworker .....	35.50.....	23.45
Cement Mason/Concrete Finisher .....	31.37.....	16.85
Electrician .....		See Page 3
Line Construction		
Lineman.....	42.14.....	32% + 5.00
Heavy Equipment Operator .....	40.03.....	32% + 5.00
Equipment Operator.....	33.71.....	32% + 5.00
Heavy Groundman Driver.....	26.78.....	14.11
Light Groundman Driver .....	24.86.....	13.45
Groundsman.....	23.18.....	32% + 5.00
Painters.....	24.11.....	12.15
Well Drilling:		
Well Driller.....	16.52.....	3.70

Notes: Welders receive rate prescribed for craft performing operation to which welding is incidental. 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 (29 CFR, 5.5(a)(1)(ii)). Includes Modification #0 dated January 8, 2016; Modification #1 dated January 29, 2016; Modification #2 dated February 26, 2016; Modification #3 dated March 11, 2016.

SUPERSEDES DECISION WI20120010  
U. S. DEPARTMENT OF LABOR  
(DAVIS-BACON ACT, MINIMUM WAGE RATES)

STATE: Wisconsin

GENERAL DECISION NUMBER: WI160010

DATE: March 11, 2016

DESCRIPTION OF WORK: Highways and Airport Runway and Taxiway Construction

LABORERS CLASSIFICATION:		Basic Hourly Rates	Fringe Benefits		Basic Hourly Rates	Fringe Benefits
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, Utility Man); Batch Truck Dumper; or Cement Handler; Bituminous Worker; (Dumper, Ironer, Smoother, Tamper); Concrete Handler .....	\$26.57 .....	19.35	<u>Truck Drivers:</u>		
				1 & 2 Axles .....	25.63 .....	18.96
				Three or More Axles; Euclids, Dumptor & Articulated, Truck Mechanic.....	25.63 .....	18.96
Group 2:	Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer .....	26.72 .....	19.35			
Group 3:	Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off man .....	26.92 .....	19.35			
Group 4:	Line and Grade Specialist .....	26.89 .....	19.35			
Group 5:	Blaster and Powderman .....	27.22 .....	19.35			
Group 6:	Flagman; traffic control person .....	23.71 .....	19.35			

CLASSES OF LABORER AND MECHANICS

Bricklayer .....	35.10 .....	18.58
Piledriverman .....	24.47 .....	19.46
Carpenter .....	30.52 .....	14.41
Ironworker .....	32.36 .....	24.07
Cement Mason/Concrete Finisher .....	28.50 .....	19.72
Electrician .....		See Page 3
Line Construction		
Lineman .....	42.14 .....	32% + 5.00
Heavy Equipment Operator .....	40.03 .....	32% + 5.00
Equipment Operator .....	33.71 .....	32% + 5.00
Heavy Groundman Driver .....	26.78 .....	14.11
Light Groundman Driver .....	24.86 .....	13.45
Groundsman .....	23.18 .....	32% + 5.00
Millwrights (E. of Hwy 75) .....	25.17 .....	13.78
Millwrights (W. of Hwy 75) .....	25.32 .....	13.78
Painter, Brush, Roller .....	31.84 .....	18.60
Painter, Spray and Sandblaster .....	32.84 .....	18.60
Painter, Steel .....	17.70 .....	4.80
Well Drilling:		
Well Driller .....	16.52 .....	3.70

Notes: Welders receive rate prescribed for craft performing operation to which welding is incidental. 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 (29 CFR, 5.5(a)(1)(ii)). Includes Modification #0 dated January 8, 2016; Modification #1 dated January 29, 2016; Modification #2 dated February 26, 2016; Modification #3 dated March 11, 2016.

SUPERSEDES DECISION WI20120010  
U. S. DEPARTMENT OF LABOR  
(DAVIS-BACON ACT, MINIMUM WAGE RATES)

STATE: Wisconsin

GENERAL DECISION NUMBER: WI160010

DESCRIPTION OF WORK: Highways and Airport Runway and Taxiway Construction

DATE: March 11, 2016

LABORERS CLASSIFICATION:	Basic Hourly Rates	Fringe Benefits		Basic Hourly Rates	Fringe Benefits
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, Utility Man); Batch Truck Dumper; or Cement Handler; Bituminous Worker; (Dumper, Ironer, Smoother, Tamper); Concrete Handler .....	\$30.67	15.55			
Group 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); .....	30.77	15.55			
Group 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off man .....	30.82	15.55			
Group 4: Line and Grade Specialist .....	31.02	15.55			
Group 5: Blaster and Powderman .....	30.87	15.55			
Group 6: Flagperson; Traffic Control .....	27.30	15.55			
			<u>Truck Drivers:</u>		
			1 & 2 Axles .....	25.63	18.96
			Three or More Axles; Euclids, Dumptor & Articulated, Truck Mechanic .....	25.63	18.96

CLASSES OF LABORER AND MECHANICS

Bricklayer .....	26.78	12.75
Carpenter .....	30.48	15.80
Millwright .....	32.11	15.80
Piledriverman .....	30.98	15.80
Ironworker .....	29.27	23.96
Cement Mason/Concrete Finisher .....	34.16	16.38
Electrician .....		See Page 3
Line Construction		
Lineman .....	42.14	32% + 5.00
Heavy Equipment Operator .....	40.03	32% + 5.00
Equipment Operator .....	33.71	32% + 5.00
Heavy Groundman Driver .....	26.78	14.11
Light Groundman Driver .....	24.86	13.45
Groundsman .....	23.18	32% + 5.00
Painters .....	23.74	11.72
Well Drilling:		
Well Driller .....	16.52	3.70

Notes: Welders receive rate prescribed for craft performing operation to which welding is incidental. 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 (29 CFR, 5.5(a)(1)(ii)). Includes Modification #0 dated January 8, 2016; Modification #1 dated January 29, 2016; Modification #2 dated February 26, 2016; Modification #3 dated March 11, 2016.

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DESCRIPTION OF WORK: Highways and Airport Runway and Taxiway Construction

DATE: March 11, 2016

LABORERS CLASSIFICATION:	Basic Hourly Rates	Fringe Benefits		Basic Hourly Rates	Fringe Benefits
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, Utility Man); Batch Truck Dumper; or Cement Handler; Bituminous Worker; (Dumper, Ironer, Smoother, Tamper); Concrete Handler .....	\$30.67 .....	15.55	Truck Drivers:		
Group 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); .....	30.77 .....	15.55	1 & 2 Axles .....	25.63 .....	18.96
Group 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off man .....	30.82 .....	15.55	Three or More Axles; Euclids, Dumptor & Articulated, Truck Mechanic .....	25.63 .....	18.96
Group 4: Line and Grade Specialist .....	31.02 .....	15.55			
Group 5: Blaster and Powderman .....	30.87 .....	15.55			
Group 6: Flagperson; Traffic Control .....	27.30 .....	15.55			

CLASSES OF LABORER AND MECHANICS

Bricklayer .....	31.59 .....	16.39
Carpenter .....	30.48 .....	15.80
Millwright .....	32.11 .....	15.80
Piledriverman .....	30.98 .....	15.80
Ironworker .....	29.27 .....	23.96
Cement Mason/Concrete Finisher .....	34.16 .....	16.38
Electrician .....	See Page 3	
Line Construction		
Lineman .....	42.14 .....	32% + 5.00
Heavy Equipment Operator .....	40.03 .....	32% + 5.00
Equipment Operator .....	33.71 .....	32% + 5.00
Heavy Groundman Driver .....	26.78 .....	14.11
Light Groundman Driver .....	24.86 .....	13.45
Groundsman .....	23.18 .....	32% + 5.00
Painters .....	23.74 .....	11.72
Well Drilling:		
Well Driller .....	16.52 .....	3.70

Notes: Welders receive rate prescribed for craft performing operation to which welding is incidental. 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 (29 CFR, 5.5(a)(1)(ii)). Includes Modification #0 dated January 8, 2016; Modification #1 dated January 29, 2016; Modification #2 dated February 26, 2016; Modification #3 dated March 11, 2016.

SUPERSEDES DECISION WI20120010  
U. S. DEPARTMENT OF LABOR  
(DAVIS-BACON ACT, MINIMUM WAGE RATES)

STATE: Wisconsin

GENERAL DECISION NUMBER: WI160010

DESCRIPTION OF WORK: Highways and Airport Runway and Taxiway Construction

DATE: March 11, 2016

LABORERS CLASSIFICATION:	Basic Hourly Rates	Fringe Benefits	Truck Drivers:	Basic Hourly Rates	Fringe Benefits
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, Utility Man); Batch Truck Dumper; or Cement Handler; Bituminous Worker; (Dumper, Ironer, Smoother, Tamper); Concrete Handler .....	\$30.67 .....	15.55	1 & 2 Axles .....	25.63 .....	18.96
Group 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); .....	30.77 .....	15.55	Three or More Axles; Euclids, Dumptor & Articulated, Truck Mechanic.....	25.63 .....	18.96
Group 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off man.....	30.82 .....	15.55			
Group 4: Line and Grade Specialist .....	31.02 .....	15.55			
Group 5: Blaster and Powderman .....	30.87 .....	15.55			
Group 6: Flagperson; Traffic Control.....	27.30 .....	15.55			

CLASSES OF LABORER AND MECHANICS

Bricklayer .....	35.10 .....	18.58
Carpenter .....	30.48 .....	15.80
Millwright .....	32.11 .....	15.80
Piledriverman .....	30.98 .....	15.80
Ironworker (North East Two Thirds) .....	32.36 .....	24.07
Ironworker (South West One Third) .....	34.34 .....	25.72
Cement Mason/Concrete Finisher .....	34.16 .....	16.38
Electrician .....	See Page 3	
Line Construction		
Lineman.....	42.14 .....	32% + 5.00
Heavy Equipment Operator .....	40.03 .....	32% + 5.00
Equipment Operator.....	33.71 .....	32% + 5.00
Heavy Groundman Driver.....	26.78 .....	14.11
Light Groundman Driver .....	24.86 .....	13.45
Groundsman.....	23.18 .....	32% + 5.00
Millwrights.....	27.71 .....	12.76
Painter, Brush.....	31.84 .....	18.60
Painter, Structural Steel .....	31.99 .....	18.60
Painter, Spray .....	32.84 .....	18.60
Well Drilling:		
Well Driller .....	16.52 .....	3.70

Notes: Welders receive rate prescribed for craft performing operation to which welding is incidental. 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 (29 CFR, 5.5(a)(1)(ii)). Includes Modification #0 dated January 8, 2016; Modification #1 dated January 29, 2016; Modification #2 dated February 26, 2016; Modification #3 dated March 11, 2016.

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DATE: March 11, 2016

LABORERS CLASSIFICATION:	Basic Hourly Rates	Fringe Benefits	Truck Drivers:	Basic Hourly Rates	Fringe Benefits
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, Utility Man); Batch Truck Dumper; or Cement Handler; Bituminous Worker; (Dumper, Ironer, Smoother, Tamper); Concrete Handler .....	\$27.51	19.35	1 & 2 Axles .....	25.63	18.96
Group 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer.....	27.66	19.35	Three or More Axles; Euclids, Dumptor & Articulated, Truck Mechanic.....	25.63	18.96
Group 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off man.....	27.86	19.35			
Group 4: Line and Grade Specialist .....	28.01	19.35			
Group 5: Blaster and Powderman .....	28.16	19.35			
Group 6: Flagperson traffic control person .....	24.00	19.35			

CLASSES OF LABORER AND MECHANICS

Bricklayer .....	36.74	18.19
Carpenter .....	30.52	14.41
Piledriverman .....	27.25	19.46
Ironworker .....	32.36	24.07
Cement Mason/Concrete Finisher .....	30.69	17.53
Electrician .....	See Page 3	
Line Construction		
Lineman.....	42.14	32% + 5.00
Heavy Equipment Operator .....	40.03	32% + 5.00
Equipment Operator.....	33.71	32% + 5.00
Heavy Groundman Driver.....	26.78	14.11
Light Groundman Driver .....	24.86	13.45
Groundsman.....	23.18	32% + 5.00
Millwrights.....	26.32	13.98
Painter, Brush.....	29.52	20.04
Painter, Spray and Sandblaster .....	30.27	20.04
Painter, Bridge .....	29.87	20.04
Well Drilling:		
Well Driller .....	16.52	3.70

Notes: Welders receive rate prescribed for craft performing operation to which welding is incidental. 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 (29 CFR, 5.5(a)(1)(ii)). Includes Modification #0 dated January 8, 2016; Modification #1 dated January 29, 2016; Modification #2 dated February 26, 2016; Modification #3 dated March 11, 2016.

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(DAVIS-BACON ACT, MINIMUM WAGE RATES)

STATE: Wisconsin

GENERAL DECISION NUMBER: WI160010

DESCRIPTION OF WORK: Highways and Airport Runway and Taxiway Construction

DATE: March 11, 2016

LABORERS CLASSIFICATION:		Basic Hourly Rates	Fringe Benefits	Truck Drivers:		Basic Hourly Rates	Fringe Benefits
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, Utility Man); Batch Truck Dumper; or Cement Handler; Bituminous Worker; (Dumper, Ironer, Smoother, Tamper); Concrete Handler .....	\$30.67 .....	15.55	1 & 2 Axles .....	25.63 .....	18.96	
Group 2:	Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); .....	30.77 .....	15.55	Three or More Axles; Euclids, Dumptor & Articulated, Truck Mechanic.....	25.63 .....	18.96	
Group 3:	Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off man.....	30.82 .....	15.55				
Group 4:	Line and Grade Specialist .....	31.02 .....	15.55				
Group 5:	Blaster and Powderman .....	30.87 .....	15.55				
Group 6:	Flagperson; Traffic Control .....	27.30 .....	15.55				
				Notes:	Welders receive rate prescribed for craft performing operation to which welding is incidental. 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 (29 CFR,		

SUPERSEDES DECISION WI20120010  
U. S. DEPARTMENT OF LABOR  
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STATE: Wisconsin

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DESCRIPTION OF WORK: Highways and Airport Runway and Taxiway Construction

DATE: March 11, 2016

LABORERS CLASSIFICATION:	Basic Hourly Rates	Fringe Benefits	Truck Drivers:	Basic Hourly Rates	Fringe Benefits
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, Utility Man); Batch Truck Dumper; or Cement Handler; Bituminous Worker; (Dumper, Ironer, Smoother, Tamper); Concrete Handler .....	\$30.67 .....	15.55	1 & 2 Axles .....	25.63 .....	18.96
Group 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); .....	30.77 .....	15.55	Three or More Axles; Euclids, Dumptor & Articulated, Truck Mechanic.....	25.63 .....	18.96
Group 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off man.....	30.82 .....	15.55			
Group 4: Line and Grade Specialist .....	31.02 .....	15.55			
Group 5: Blaster and Powderman .....	30.87 .....	15.55			
Group 6: Flagperson; Traffic Control.....	27.30 .....	15.55			

CLASSES OF LABORER AND MECHANICS

Bricklayer .....	26.78.....	12.75
Carpenter .....	30.48.....	15.80
Millwright .....	32.11.....	15.80
Piledriverman .....	30.98.....	15.80
Ironworker .....	29.27.....	23.96
Cement Mason/Concrete Finisher .....	34.16 .....	16.38
Electrician .....	See Page 3	
Line Construction		
Lineman.....	42.14 .....	32% + 5.00
Heavy Equipment Operator .....	40.03.....	32% + 5.00
Equipment Operator.....	33.71 .....	32% + 5.00
Heavy Groundman Driver.....	26.78 .....	14.11
Light Groundman Driver .....	24.86 .....	13.45
Groundsman.....	23.18.....	32% + 5.00
Painters .....	23.74.....	11.72
Well Drilling:		
Well Driller.....	16.52.....	3.70

Notes: Welders receive rate prescribed for craft performing operation to which welding is incidental. 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 (29 CFR, 5.5(a)(1)(ii)). Includes Modification #0 dated January 8, 2016; Modification #1 dated January 29, 2016; Modification #2 dated February 26, 2016; Modification #3 dated March 11, 2016.



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DATE: March 11, 2016

<u>POWER EQUIPMENT OPERATORS CLASSIFICATION:</u>	<u>Basic Hourly Rates</u>	<u>Fringe Benefits</u>	<u>POWER EQUIPMENT OPERATORS CLASSIFICATION: (Continued)</u>	<u>Basic Hourly Rates</u>	<u>Fringe Benefits</u>
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 .....	\$38.27	\$21.55	(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 and A-frames; post driver; material hoist operator. ....	\$37.27	\$21.55
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 jib lengths measuring 175 feet or less, and backhoes (excavators) having a manufacturer's rated capacity of 3 cu. yds. and over, caisson rigs, pile driver, dredge operator, dredge engineer. ....	\$37.77	\$21.55	Group 4: Greaser, roller steel (5 tons or less); roller (pneumatic tired) - self-propelled; tractor (mounted or towed compactors and light equipment); shouldering machine; self-propelled chip spreader; concrete spreader; finishing machine; mechanical float; curing machine; power subgrader; joint saw (multiple blade) belting machine; burlap machine; texturing machine; tractor, endloader (rubber tired) - light; jeep digger; fork lift; mulcher; launch operator; fireman; environmental burner. ....	\$37.01	\$21.55
Group 3: Mechanic or welder - heavy duty equipment, cranes with a lifting capacity of 25 tons or less, concrete breaker (manual or remote); vibrator/sonic concrete breaker; concrete laser screed; concrete slipform paver; concrete batch plant operator; concrete pavement spreader - heavy duty (rubber tired); concrete spreader and distributor, automatic subgrader (concrete); concrete grinder and planing machine; concrete slipform curb and gutter machine; slipform concrete placer; tube finisher; hydro blaster (10,000 psi and over); bridge paver; concrete conveyor system; concrete pump; stabilizing mixer (self propelled); shoulder widener; asphalt plant engineer; bituminous paver; bump cutter and grooving machine; milling machine; screed (bituminous paver); asphalt heater, planer and scarifier; backhoes (excavators) having a manufacturers rated capacity of under 3 cu. yds.; grader or motor patrol; tractor			Group 5: Air compressor; power pack; vibratory 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 helper. ....	\$36.72	\$21.55
			Group 6: Off - road material hauler with or without ejector .....	\$30.82	\$21.55
			Premium Pay: EPA Level "A" protection - \$3.00 per hour EPA Level "B" protection - \$2.00 per hour EPA Level "C" protection - \$1.00 per hours		

SUPERSEDES DECISION WI20120010  
U. S. DEPARTMENT OF LABOR  
(DAVIS-BACON ACT, MINIMUM WAGE RATES)

STATE: Wisconsin

GENERAL DECISION NUMBER: WI160010

DESCRIPTION OF WORK: Highways and Airport Runway and Taxiway Construction

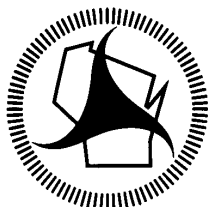
DATE: March 11, 2016

LABORERS CLASSIFICATION:

Rates

Benefits

			Area 4 -	BROWN, DOOR, KEWAUNEE, MANITOWOC (except Schleswig), MARINETTE (Wausauke 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.
Electricians				
Area 1 .....	\$29.60	26.5%+ 9.15		
Area 2:				
Electricians.....	31.21	18.92	Area 5 -	ADAMS, CLARK (Colby, Freemont, Lynn, Mayville, Sherman, Sherwood, Unity), FOREST, JUNEAU, LANGLADE, LINCOLN, MARATHON, MARINETTE (Area North of the town of Wausauke), MENOMINEE (Area West of a line 6 miles West of the West boundary of Oconto County), ONEIDA, PORTAGE, SHAWANO (Area North of the townships of Aniwa and Hutchins), VILAS AND WOOD COUNTIES
Area 3:				
Electrical contracts under \$130,000 .....	28.96	18.26		
Electrical contracts over \$130,000 .....	31.16	18.34		
Area 4: .....	29.84	29.50% + 9.37		
Area 5 .....	28.96	24.85% + 9.70		
Area 6 .....	37.02	29%+9.77	Area 6 -	KENOSHA COUNTY
Area 8				
Electricians.....	31.90	24.95% + 10.46	Area 8 -	DODGE, (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE, RACINE (Burlington township), ROCK and WALWORTH COUNTIES
Area 9:				
Electricians.....	35.75	19.87		
Area 10 .....	29.64	20.54	Area 9 -	COLUMBIA, DANE, DODGE, (area west of Hwy. 26, except Chester & 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
Area 11 .....	33.90	24.47		
Area 12 .....	34.98	19.89	Area 10 -	CALUMET (Township of New Holstein), DODGE (East of Hwy. 26 including Chester Township), FOND DU LAC, MANITOWOC (Schleswig), and SHEBOYGAN COUNTIES
Area 13 .....	35.13	23.26		
Teledata System Installer				
Area 14			Area 11 -	DOUGLAS COUNTY
Installer/Technician .....	22.50	12.72		
Sound & Communications			Area 12 -	RACINE (except Burlington township) COUNTY
Area 15				
Installer .....	16.47	14.84	Area 13 -	MILWAUKEE, OZAUKEE, WASHINGTON and WAUKESHA COUNTIES
Technician .....	26.00	17.70	Area 14 -	Statewide.
Area 1 -			Area 15 -	DODGE (East of Hwy 26 including Chester Twp, excluding Emmet Twp), FOND DU LAC (Except Waupun), MILWAUKEE, OZAUKEE, MANITOWOC (Schleswig), WASHINGTON, AND WAUKESHA COUNTIES.
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 & Springfield), OUTAGAMIE, WAUPACA, WAUSHARA and WINNEBAGO COUNTIES.				
Area 2 -				
ASHLAND, BARRON, BAYFIELD, BUFFALO, BURNETT, CHIPPEWA, CLARK (except Mayville, Colby, Unity, Sherman, Fremont, Lynn and 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				
Area 3 -				
FLORENCE (townships of Aurora, Commonwealth, Fern, Florence and Homestead), MARINETTE (Niagara township)				



## Wisconsin Department of Transportation

April 7, 2016

### Division of Transportation Systems Development

Bureau of Project Development  
4802 Sheboygan Avenue, Rm 601  
P O Box 7916  
Madison, WI 53707-7916

### NOTICE TO ALL CONTRACTORS:

Telephone: (608) 266-1631  
Facsimile (FAX): (608) 266-8459

**Proposal #29: 1517-75-76, WISC 2016 128  
USH 10 – USH 10/STH 441  
County CB – Oneida Street  
Racine Rd Reconstruction  
USH 10  
Winnebago County**

### Letting of April 12, 2016

This is Addendum No. 01, which provides for the following:

### Special Provisions

Revised Special Provisions	
Article No.	Description
2.1	Prosecution and Progress
8.1	Utilities

### Schedule of Items

Revised Bid Item Quantities					
Bid Item	Item Description	Unit	Old Quantity	Revised Quantity	Proposal Total
647.0110	Pavement Markings Railroad Crossings Epoxy	EACH	1	2	3

### Plan Sheets

Revised Plan Sheets	
Plan Sheet	Plan Sheet Title (brief description of changes to sheet)
181	Miscellaneous Quantities (Modified Railroad Crossing Epoxy quantity)

The responsibility for notifying potential subcontractors and suppliers of these changes remains with the prime contractor.

Sincerely,

*Mike Coleman*

Proposal Development Specialist  
Proposal Management Section

**ADDENDUM NO. 01**

**1517-75-76**

**April 7, 2016**

**Special Provisions**

**2.1. Prosecution and Progress**

*Add the following to the end of this section:*

**Concurrent Utility Work**

Utility companies will be working within the project limits until July 1, 2016. Coordinate overlapping workzones with applicable utility companies.

**8.1. Utilities.**

*Replace entire article language with the following:*

- (1) This contract comes under the provision of Administrative Rule Trans 220.107-065 (20080501)
- (2) There are utility facilities within the construction limits of this project. Additional detailed information regarding the location of discontinued, relocated, and/or removed utility facilities is available in the work plan provided by each utility company or on the permits issued to them. View these documents at the Regional Office during normal working hours.
- (3) Work around or remove and dispose of any discontinued utility conduits, cables, and pipes encountered during excavation. Any removal and disposal shall be incidental to common excavation, unless specified otherwise in this contract as a separate bid item.
- (4) When interpreting the term "working days" within the "Utilities" article of these special provisions (and only within this article), use the definition provided in Trans 220.03(20) of the Wisconsin Administrative Code rather than the definition provided in Section 101.3 of the State of Wisconsin Standard Specifications for Highway and Structure Construction.
- (5) Some of the utility work described below is dependent on prior work being performed by the contractor at a specific site. In such situations, provide a good faith notice to both the engineer and the affected utility of when the utility is to start work at the site. Unless specified otherwise in this article, provide this notice 14 to 16 calendar days in advance of when you anticipate the prior work being completed and provide a confirmation notice to the engineer and the utility 3 to 5 working days before the site will be ready for the utility to begin its work.
- (6) **AT&T Wisconsin** has underground and overhead **communication** facilities throughout construction limits. Prior to and during construction, AT&T will transfer their aerial facilities to new Menasha Utilities poles and discontinue in place underground cables from approximately STA 16+05 RNB RT to STA 20+15 RNB RT. This work is anticipated to be complete by July 1, 2016
- (7) **Menasha Utilities** has overhead **electric** facilities along the south side of Ninth Street. Prior to construction, these facilities will be moved approximately 2' south. No conflicts are anticipated.
- (8) Menasha Utilities has overhead facilities from approximately STA 12+50 RNB RT to 16+50RNB RT. Prior and during construction Menasha Utilities plans to relocate poles at approximately STA

12+75RNB RT and STA 14+00 RNB RT to outside of the proposed drive ways and remove the pole at approximately STA 16+50 RNB RT. This work is anticipated to be complete by July 1, 2016

- (9) Menasha Utilities has underground electric facilities from approximately STA 16+25 RNB LT to STA 25+25RNB RT. Prior to and during construction Menasha Utilities plans to discontinue in place the facility from approximately STA 17+50 RNB LT to STA 25+25 RNB RT. Menasha Utilities also will bore a crossing at approximately STA 17+50 RNB. This work is anticipated to be complete by July 1, 2016
- (10) **Menasha Utilities** has **water** facilities along the south side of ninth street. Prior to and during construction Menasha Utilities plans replace the facility to avoid the storm sewer. This work is anticipated to be complete by July 1, 2016
- (11) During construction Menasha Utilities will adjust water valves and hydrants to final grade. Notify Menasha Utilities per Trans. 200.05(10) prior to paving or rough grading around their facilities. Menasha Utilities anticipates this work will take approximately ½ day per location.
- (12) **TDS Metrocom** has overhead **communication** facilities along Racine Road from south of the project limits to approximately STA 16+50 RNB LT. Prior to construction, TDS plans to remove this facility. No conflicts are anticipated.
- (13) TDS has overhead facilities along Warsaw Street, continuing along the right of Racine Road from to north of the project limits. No conflicts are anticipated.
- (14) TDS has underground communication facilities crossings Racine Road at approximately 12+65 RNB and continuing along the right side of Racine Road to the intersection of Racine Road and Ninth Street. The facility then continues along the right side of Ninth Street to east of the project limits. Notify TDS 7 Days prior to excavating for storm sewer in this area. If needed TDS can lower this line. TDS anticipates this work will take approximately ½ day.
- (15) **Time Warner Cable** has underground **communication** facilities from approximately STA 14+00 NS LT to the intersection of Racine and Ninth Street. The facility continues along the west side of the existing Racine Road to approximately STA 22+00 RNB RT. Prior to construction Time Warner Cable plans to bore a new facility from approximately STA 14+00 NS LT to the intersection of Racine and Ninth Street. continuing to along Racine Road to approximately STA 17+50 RNB LT. The facility will then cross Racine Road and terminate at a pedestal. No conflicts are anticipated.
- (16) Time Warner Cable has overhead facilities attached to WE Energies Poles, crossing Racine Road from north of the project limits to approximately STA 30+00 RNB RT where it crosses Racine Road. No conflicts are anticipated.
- (17) **Town of Menasha Utility District** has **sewer** facilities throughout construction limits and manholes will be adjusted to final grade as part of this contract.
- (18) Prior to and during construction, the Town of Menasha Utility District plans to discontinue sewer facilities on Giesen Street in place. This work is anticipated to be complete by July 1, 2016
- (19) **Town of Menasha Utility District** has **water** facilities throughout construction limits and valves and curb stops will be adjusted to final grade as part of this contract.
- (20) Prior to and during construction, the Town of Menasha Utility District plans to discontinue water facilities on Giesen Street in place. This work is anticipated to be complete by July 1, 2016

- (21) Prior to and during construction, the Town of Menasha Utility District plans to relocate a hydrant at approximately STA 17+60 RNB LT to the center of the proposed terrace. This work is anticipated to be complete by July 1, 2016
- (22) Prior to and during construction, the Town of Menasha Utility District plans to lower the water main crossing the proposed storm sewer from MH 109 to Inlet 108. This work is anticipated to be complete by July 1, 2016
- (23) **WE Energies** has overhead **electric** facilities along the right side of Racine Road from approximately STA 20+00 RNB RT to a north of the project limits the facility also crosses the proposed roundabout at approximately STA 25+60 RNB and Racine Road at STA 29+90 RNB.
- (24) Prior to and during construction, WE Energies plans to remove their poles at approximately STA 22+91 RSWC RT, 24+70 RSWC RT, 25+18 RNB LT and 25+38 RNB RT and bore a new facility approximately 10 feet deep near STA 23+80RNB. This work is anticipated to be complete by July 1, 2016
- (25) **WE Energies** has **gas** facilities throughout construction limits that were relocated in the summer of 2015. No conflicts are anticipated.
- (26) During construction, WE Energies plans to relocate the line crossing the SS from MH 410. Notify WE Energies per Trans 220.05(10) prior to excavation for storm sewer. WE Energies anticipates the work will take approximately 3 days.
- (27) The following utilities have facilities within project limits, however no conflicts are anticipated:
  - a. City of Menasha (Sewer)

### **Schedule of Items**

Attached, dated April 7, 2016, are the revised Schedule of Items Page 13.

### **Plan Sheets**

The following 8½ x 11-inch sheets are attached and made part of the plans for this proposal:  
Revised: 181

END OF ADDENDUM



PAVEMENT MARKING

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## SCHEDULE OF ITEMS

REVISED:

CONTRACT:  
20160412029PROJECT(S):  
1517-75-76FEDERAL ID(S):  
WISC 2016128

CONTRACTOR : \_\_\_\_\_

LINE NO	ITEM DESCRIPTION	APPROX. QUANTITY AND UNITS	UNIT PRICE		BID AMOUNT	
			DOLLARS	CTS	DOLLARS	CTS
1280	647.0110 Pavement Marking Railroad Crossings Epoxy	3.000 EACH	.		.	
1290	647.0206 Pavement Marking Arrows Bike Lane Epoxy	4.000 EACH	.		.	
1300	647.0306 Pavement Marking Symbols Bike Lane Epoxy	4.000 EACH	.		.	
1310	647.0406 Pavement Marking Words Bike Lane Epoxy	6.000 EACH	.		.	
1320	647.0566 Pavement Marking Stop Line Epoxy 18-Inch	152.000 LF	.		.	
1330	647.0606 Pavement Marking Island Nose Epoxy	2.000 EACH	.		.	
1340	647.0726 Pavement Marking Diagonal Epoxy 12-Inch	143.000 LF	.		.	
1350	647.0766 Pavement Marking Crosswalk Epoxy 6-Inch	600.000 LF	.		.	
1360	649.0400 Temporary Pavement Marking Removable Tape 4-Inch	200.000 LF	.		.	
1370	652.0225 Conduit Rigid Nonmetallic Schedule 40 2-Inch ***	4,609.000 LF	.		.	
1380	652.0235 Conduit Rigid Nonmetallic Schedule 40 3-Inch ***	1,725.000 LF	.		.	