HIGHWAY WORK PROPOSAL

Notice of Award Dated

Wisconsin Department of Transportation DT1502 01/2020 s.66.0901(7) Wis. Stats

Proposal Number: 011

COUNTY STATE PROJECT **FEDERAL** PROJECT DESCRIPTION **HIGHWAY** Milwaukee 2120-18-70 WISC 2025100 Hales Corners - Milwaukee; USH 45 to STH 024 45th Street 2160-07-73 WISC 2025101 CTH U Milwaukee C Greenfield, S 76th Street; Bridge Over STH 24 B-40-0164

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: \$420,000.00 Payable to: Wisconsin Department of Transportation	Attach Proposal Guaranty on back of this PAGE.
Bid Submittal Date: December 10, 2024 Time (Local Time): 11:00 am	Firm Name, Address, City, State, Zip Code SAMPLE
Contract Completion Time November 01, 2025	NOT FOR BIDDING PURPOSES
Assigned Disadvantaged Business Enterprise Goal 12%	This contract is exempt from federal oversight.

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

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

Subscribed and sworn to before me this date	
(Signature, Notary Public, State of Wisconsi	sin) (Bidder Signature)
(Print or Type Name, Notary Public, State Wisco	consin) (Print or Type Bidder Name)
(Date Commission Expires)	(Bidder Title)
Notary Seal	
Type of Work:	For Department Use Only
	vement, Structure Rehabilitation, Curb and Gutter, Concrete Sidewalk, Storm Sewer, Traffic Control, Pavement Marking, Lighting, Traffic Signals, Restoration.

Date Guaranty Returned

PLEASE ATTACH PROPOSAL GUARANTY HERE

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.

BID PREPARATION

Preparing the Proposal Schedule of Items

A. General

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

https://wisconsindot.gov/Pages/doing-bus/contractors/hcci/bid-let.aspx

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

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

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

- (5) The department will address equipment and process failures, if the bidder can demonstrate that those failures were beyond their control.
- (6) Contractors are responsible for checking on the issuance of addenda and for obtaining the addenda. Notice of issuance of addenda is posted on the department's web site at:

https://wisconsindot.gov/Pages/doing-bus/contractors/hcci/bid-let.aspx

- or by calling the department at (608) 266-1631. Addenda can ONLY be obtained from the department's web site listed above or by picking up the addenda at the Bureau of Highway Construction, 4th floor, 4822 Madison Yards Way, Madison, WI, during regular business hours.
- (7) Addenda posted after 5:00 PM on the Thursday before the letting will be emailed to the eligible bidders for that proposal. All eligible bidders shall acknowledge receipt of the addenda whether they are bidding on the proposal or not. Not acknowledging receipt may jeopardize the awarding of the project.

B. Submitting Electronic Bids

B.1 On the Internet

- (1) Do the following before submitting the bid:
 - 4. Have a properly executed annual bid bond on file with the department.
 - 5. 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 TM web site.
 - 2. Use ExpediteTM software to enter a unit price for every item in the schedule of items.
 - 3. Submit the bid according to the requirements of ExpediteTM software and the Bid ExpressTM 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

other files on the diskette or CD ROM.

- (1) Download the latest schedule of items from the Wisconsin pages of the Bid Express web site reflecting the latest addenda posted on the department's web site at:
 - https://wisconsindot.gov/Pages/doing-bus/contractors/hcci/bid-let.aspx
 - Use ExpediteTM 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 ExpressTM web site to assure that the schedule of items is prepared properly.
- (2) Staple an 8 1/2 by 11 inch printout of the Expedite □ □ generated schedule of items to the other proposal documents submitted to the department as a part of the bidder's sealed bid. As a separate submittal, not in the sealed bid envelop but due at the same time and place as the sealed bid, also provide the Expedite TM 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
- (4) The bidder-submitted printout of the Expedite □ □ generated schedule of items is the governing contract document and must conform to the requirements of section 102 of the standard specifications. If a printout needs to be altered, cross out the printed information with ink or typewriter and enter the new information and initial it in ink. If there is a discrepancy between the printout and the diskette or CD ROM, the department will analyze the bid using the printout information.

- (5) In addition to the reasons specified in section 102 of the standard specifications, proposals are irregular and the department may reject them for one or more of the following:
 - 1. The check code printed on the bottom of the printout of the Expedite TM generated schedule of items is not the same on each page.
 - 2. The check code printed on the printout of the Expedite TM 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.

B 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.

DT1303 1/2006

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)		(Name of Surety) (Affix Seal)	
(Company Name)		(Signature of Attorney-in-Fact)	
(Signature and Title)			
NOTARY FOR PRINCIPAL		NOTARY FO	R SURETY
(Date)		(Dat	te)
State of Wisconsin)		State of Wisconsin)
County) s	SS.) ss. _County)
On the above date, this instrument was acknowledged named person(s).	before me by the	On the above date, this instrument w named person(s).	as acknowledged before me by the
(Signature, Notary Public, State of Wiscon	sin)	(Signature, Notary Publi	ic, State of Wisconsin)
(Print or Type Name, Notary Public, State of Wi	isconsin)	(Print or Type Name, Notary	Public, State of Wisconsin)
(Date Commission Expires)		(Date Commis	sion Expires)

Notary Seal 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

(Date)

Time Period Valid (From/To)
Name of Surety	
Name of Contractor	
Certificate Holder	Wisconsin Department of Transportation
•	that an annual bid bond issued by the above-named Surety is currently on file with the artment of Transportation.
	is issued as a matter of information and conveys no rights upon the certificate holder mend, 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)

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.

Name of Subcontractor	Class of Work	Estimated Value

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

Instructions for Certification

- 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.

<u>Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions</u>

- 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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STSP'S Revised July 3, 2024 SPECIAL PROVISIONS

1. General.

Perform the work under this construction contract for Project 2120-18-70, Hales Corners – Milwaukee; USH 45 to 45th Street, STH 24, Milwaukee County, Wisconsin; and Project 2160-07-73, C Greenfield, S 76th Street, Bridge Over STH 24 B-40-0164, CTH U, Milwaukee County, Wisconsin, as the plans show and execute the work as specified in the State of Wisconsin, Department of Transportation, Standard Specifications for Highway and Structure Construction, 2025 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 (20240703)

2. Scope of Work.

The work under this contract shall consist of concrete base patching, HMA pavement, concrete curb and gutter, concrete sidewalk, curb ramp replacement, signal work, storm sewer work, bridge rehab work, deck seal, retaining wall rehab work, pavement marking, permanent signing, erosion control, restoration, traffic signals, lighting, traffic control and all incidental items necessary to complete the work as shown on the plans and included in the proposal and contract.

104-005 (20090901)

Structures:

Bridges: B-40-77, B-40-159, B-40-164

Retaining Walls: R-40-678

3. Prosecution and Progress.

Begin work within 10 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 10 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.

General

Concrete base patches shall fall on underlying longitudinal concrete joints. Underlying concrete joints and current lane lines do not line up. Refer to typical standard spec for approximate dimensions.

Asphalt joints shall fall on existing underlying concrete joints.

At locations that vehicular traffic and access will be maintained, provide temporary means to prevent grade differences greater than 2 inches between milled surfaces and existing or newly paved surfaces (both longitudinal and transverse). Bridge vertical differences using slopes of 12:1 or greater through milling of existing HMA pavement, through temporary asphalt wedging, through the use of wedge/tapered joint as part of mainline HMA paving, or through other means as approved by the engineer. Work to remove temporary pavements or to remove longitudinal wedge/tapered joints to be paid for as removing asphaltic surface butt joints. Temporary asphalt wedging placed separately from mainline HMA paving operations to be paid for as asphaltic surface temporary.

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Construct base patching following milling of HMA pavement.

Protection of Endangered Bats (Tree Clearing)

Northern long-eared bats (*Myotis septentrionalis*, or NLEB) have the potential to inhabit the project limits because they roost in trees, bridges and culverts. Roosts may not have been observed on this project, but conditions to support the species exist. The species and all active roosts are protected by the federal Endangered Species Act. If an individual bat or active roost is encountered during construction operations, stop work, and notify the engineer and the WisDOT Regional Environmental Coordinator (REC).

Ensure all operators, employees, and subcontractors working in areas of known or presumed bat habitat are aware of environmental commitments and avoidance and minimization measures (AMMs) to protect both bats and their habitat.

Direct temporary lighting, if used, away from wooded areas during the bat active season April 1 to October 31, both dates inclusive.

Contractor means and methods to remove trees will not be allowed. If it is determined that trees with a 3-inch or greater diameter at breast height (dbh) need to be removed beyond contractor means and methods, notify the engineer to coordinate with the WisDOT REC to determine if consultation with United States Fish and Wildlife Service (USFWS) is required. The contractor must be aware that the WisDOT REC and/or USFWS may not permit modifications.

Schedule of Operations

Project 2120-18-70

To reduce the time spent in an area along the corridor, the project corridor is broken into the following segments:

- Project Start to Grange Ave (Segment 1). This is about 0.7 miles long.
- Grange Ave to 84th St (Segment 2). This is about 1.3 miles long.
- 84th St to Cold Spring Rd (Segment 3). This is about 0.9 miles long.
- Cold Spring Rd to Howard Ave (Segment 4). This is about 0.8 miles long.
- Howard Ave to Morgan Ave (Segment 5). This is about 0.8 miles long.
- Morgan Ave to Project End (Segment 6). This is about 0.7 miles long.

Lane closures shall be limited to no more than two miles in length, or two combined segments (Segments 1 & 2, Segments 3 & 4, and Segments 5 & 6). Conform to the construction staging as shown in the construction staging plans unless the engineer approves modifications to the schedule in writing. Conform to the construction staging as described herein:

Stage 1 Construction

Work on segment 1 and 2 to begin no sooner than July 14, 2025, unless approved by the engineer. Stage 1 work includes the following work completed on the outside lane and outside shoulder/parking lane:

- Manhole/inlet adjustments, reconstructions and replacements.
- Milling, concrete base patching, and placing the lower layer of HMA pavement.
- Signal work.
- Sidewalk and curb ramp modifications.
- Bridge Rehab work on sidewalk and curb.
- Retaining wall work.
- Guardrail work.

Stage 2 Construction

Work on segment 1 and 2 to begin no sooner than July 14, 2025, unless approved by the engineer. Stage 2 work includes the following work completed on the inside lane:

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- Manhole/inlet adjustments, reconstructions and replacements.
- Milling, concrete base patching, and placing the lower layer of HMA pavement.
- Signal work.
- · Curb ramp modifications.
- Guardrail work.

Stage 3 Construction

Stage 3 work includes the following work completed on the outside lane and outside shoulder/parking lane:

- Place the upper layer of HMA pavement in echelon.
- Deck Seal (B-40-77).

Stage 4 Construction

Stage 4 work includes the following work completed on the inside lane:

- Place the upper layer of HMA pavement.
- Deck Seal (B-40-77).

Project 2160-07-73

Work will be concurrently with work on Segment 3 of project 2120-18-70.

Stage 1 Construction

Stage 1 work includes the following work completed on the outside lanes:

- Manhole/inlet adjustments.
- Milling and placing the lower layer of HMA pavement.
- Bridge Rehab work on deck, abutments, joints, sidewalk, curb, and fence.
- Pier repairs completed during STH 24 outside lane closure (Stage 1).

Stage 2 Construction

Stage 2 work includes the following work completed on the inside lane:

- Milling and placing the lower layer of HMA pavement.
- Curb ramp modifications.
- Bridge Rehab work on deck, abutments, joints.
- Bridge median replacement on SB side.
- Pier repairs completed during STH 24 inside lane closure (Stage 2).

Stage 3 Construction Pier repairs completed during STH 24 outside lane closure (Stage 1).

Stage 3 work includes the following work completed on the outside lane and outside shoulder/parking lane:

- Place the upper layer of HMA pavement
- Deck Seal (B-40-0164).

Stage 4 Construction

Stage 4 work includes the following work completed on the inside lane:

- Place the upper layer of HMA pavement.
- Deck Seal (B-40-0164).

Contractor Coordination

Attend weekly scheduling meetings to discuss the near-term schedule activities, address any long-term schedule issues, and discuss any relevant technical issues. Develop a rolling three-week schedule identifying the previous week worked and a two week "look ahead". Provide sufficient detail to include

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actual and planned activities and all the subcontractors for offsite and construction activities, addressing all activities including ramp and lane closure schedules to be performed and identifying issues requiring engineering action or input.

Portable Changeable Message Signs

Obtain acceptance from the engineer regarding the wording of all messages on portable changeable message signs prior to placing the message.

Ramp Closures

All entrance and exit ramps shall be posted three business days in advance of their closure with dates and time of closure.

No two consecutive entrance ramps or consecutive exit ramps may be closed unless it is shown in the traffic control plans or approved by the engineer.

Ramp Work Restrictions

Definitions

The following definitions apply to this contract for work restrictions:

Service Ramps (Ramps to/from IH 41/IH 43/IH 894): Freeway to/from local road ramps

Service Ramps Closure Hours

9:00 PM – 6:00 AM (Sunday PM to Monday AM, Monday PM to Tuesday AM, Tuesday PM to Wednesday AM, Wednesday PM to Thursday AM, Thursday PM to Friday AM)
9:30 PM – 8:30 AM (Friday PM to Saturday AM, Saturday PM to Sunday AM)

Ramp Closure Restrictions

Close service ramps (ramps to/from IH 41/IH 43/IH 894) only during Service Ramp Closure Hours, unless otherwise specified in the plan, or unless otherwise approved by the engineer for safety or operational reasons associated with other adjacent lane or freeway closures.

Follow standard details and traffic control details for closures. If plan details are not provided in the traffic control plan, furnish plans for review by the engineer so that approval, or disapproval, is obtained at least three business days prior to any closure.

Restoration/Drainage - Work Requirements

Complete all topsoil, seed, erosion mat, and restoration items from April 01, 2024 to June 15, 2024 and from August 15, 2024 to September 15, 2024.

4. Lane Rental Fee Assessment.

A General

The contract designates some lane closures to perform the work. The contractor will not incur a Lane Rental Fee Assessment for closing lanes during the allowable lane closure times. The contractor will incur a Lane Rental Fee Assessment for each lane closure outside of the allowable lane closure times. If a lane is obstructed at any time due to contractor operations, it is considered a closure. The purpose of lane rental is to enforce compliance of lane restrictions and discourage unnecessary closures.

The allowable lane closure times are shown in the Traffic article.

Submit the dates of the proposed lane, ramp, and roadway restrictions to the engineer as part of the progress schedule.

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Coordinate lane, ramp, and roadway closures with any concurrent operations on adjacent roadways within 3 miles of the project. If other projects are in the vicinity of this project, coordinate lane closures to run concurrent with lane closures on adjacent projects when possible. When lane closures on adjacent projects extend into the limits of this project, Lane Rental Fee Assessments will only occur if the closure facilitates work under this contract.

B Lane Rental Fee Assessment

The Lane Rental Fee Assessment incurred for each lane closure, each ramp closure, and each full closure of a roadway, per direction of travel, is as follows:

- Service Ramp- \$1,000 per lane, per direction of travel, per hour broken into 15-minute increments

The Lane Rental Fee Assessment represents a portion of the cost of the interference and inconvenience to the road users for each closure. All lane, roadway, or ramp closure event increments 15 minutes and less will be assessed as a 15-minute increment.

The engineer, or designated representative, will be the sole authority in determining time period length for the Lane Rental Fee Assessment.

Lane Rental Fee Assessments will not be assessed for closures due to crashes, accidents or emergencies not initiated by the contractor.

The department will assess Lane Rental Fee Assessment by the dollar under the administrative item Failing to Open Road to Traffic. The total dollar amount of Lane Rental Fee Assessment will be computed by multiplying the Lane Rental Assessment Rate by the number of 15-minute increments of each lane closure event as described above.

Lane Rental Fee Assessment will be in effect from the time of the Notice to Proceed until the department issues final acceptance. If interim completion time or contract time expires before the completion of specified work in the contract, additional liquidated damages will be assessed as specified in standard spec 108.11 or as specified within this contract.

stp-108-070 (20161130)

5. Traffic.

Supplement standard spec 643.3.1 with the following:

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

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

SER-643-001 (20230214)

Lane closures will be required along STH 24 to perform all work.

Consecutive median opening closures are not allowed at any time.

Conduct construction operations in a manner that will cause the least interference to traffic movements, business, and residential access adjacent and within the construction areas.

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

STH 24 is an urban corridor with a mix of residential, commercial and industrial users. Contractor shall coordinate access changes and restrictions to all destinations in advance of such restrictions.

There are some destinations along the corridor that have no alternate means of access. Contractor shall coordinate closures and work to maintain and restore access as quickly as possible. Contractor shall notify locations with limited access 24 hours in advance of the restriction. Notification should be hand delivered and include a timeframe not to exceed 4 hours of when the closure is to occur. Payment for coordination is considered incidental to the contract.

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The traffic control staging plans show the lane closures extending the length of the corridor and are intended to represent how driveway and sideroad access is to be maintained during each stage. Limit the closures to the sections laid out above and utilize the appropriate standard detail drawings for transitions in and out of the work zone.

To limit the time lanes are closed where work is not taking place, lane closures shall be limited to no more than two miles in length or two combined segments (Segments 1 & 2, Segments 3 & 4, and Segments 5 & 6).

Local Access

Stagger closures of side roads so that access is maintained to all residences and businesses at all times.

Major Intersections and Cross Streets

Early suspension of some transit routes will be allowed to facilitate intersection construction. Refer to the "Notice to Contractor – Milwaukee County Transit System" Article for more information.

The major intersections in the corridor are STH 24 and:

- Grange Avenue
- 84th Street
- Cold Spring Road
- 68th Street
- Howard Avenue
- 60th Street
- Morgan Avenue

For all cross streets listed above, full closures will be allowed from 10:00 PM to 5:00 AM (refer to "Traffic Control – Construction Details" plans for details) only when work is occurring in the intersection. Open all major intersections when done for the day. Restore the intersection at the end of the working day and open to traffic. Do not close consecutive cross streets.

Pedestrian Access

Keep sidewalks open unless otherwise shown on the plans, or to facilitate the removal of structures or as approved by the engineer. Flaggers needed when paving near crossings.

Refer to article "Traffic Pedestrian Facilities" for requirements when paving through the Oak Leaf Trail crossing & Powerline Trail crossing.

Residential and Business Property Access

Maintain access to properties along the project for local residents, businesses, and emergency vehicles. Access for all driveways where alternative access is not available shall remain open at all times, except for during paving operations next to an entrance. Do not fully close commercial driveways. Construct commercial driveways in halves or by closing one access at a time for properties that have multiple driveways. Restore private and commercial entrances to include a crushed aggregate surface, within same working day of entrance removal.

Contractor shall coordinate access changes and restrictions to all driveways in advance of such restrictions. Contractor shall restore access changes and restrictions immediately upon completion of the construction operations that require the closure. Contractor shall notify property owners with limited access 48 hours in advance of restriction. See traffic control and staging plans for how driveway access is to be maintained during each stage.

Contact businesses which have entrances within the project limits seven days prior to performing work which may affect the entrances. Confirm the closure with the property owner two days prior to use. If a business has two driveways, keep one open while constructing the other driveway. If a property has one driveway, construct one half at a time or coordinate full closure only with prior approval of the property owner and engineer.

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Schedule of Operations

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

PROJECT 2120-18-70

Stage 1:

The following movements are closed:

- Outside lane and outside shoulder/parking lane (long-term closure)
- Layton Ave ramps (limit closure to 5 days).
- CTH U/76th St ramps (limit closure to 5 days).
- IH 41/IH 43/IH 894 ramps (short term/overnight closures)

Stage 2:

The following movements are closed:

• Inside lane (long-term closure). Traffic is shifted to the outside shoulder.

Stage 3:

The following movements are closed:

- Outside lane and outside shoulder/parking lane (long-term closure)
- Layton Ave ramps (limit closure to 2 days).
- CTH U/76th St ramps (limit closure to 2 days).
- IH 41/IH 43/IH 894 ramps (short term/overnight closures)

Stage 4:

The following movements are closed:

• Inside lane (long-term closure). Traffic is shifted to the outside shoulder.

PROJECT 2160-07-73

Work will be concurrently with work on Segment 3 of project 2120-18-70.

Short term overnight closures may be conducted to complete the following work:

- Surface Repairs
- Bridge Joint Repairs
- Surface (Deck) Sealer

Traffic Restrictions

Maintain a minimum lane width of 11 feet at all times during construction unless shown otherwise in the plans.

Keep STH 24 open to a single lane of traffic in each direction at all times unless otherwise approved by the engineer.

Re-open lanes to traffic immediately upon completion of the construction operations that require the closure and where no construction operations are taking place.

No two consecutive intersections or median openings shall be closed at the same time.

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Pedestrian Detours

The following detours will be in place during Stage 1 construction.

60th Street Sidewalk Closure Detour:

Pedestrians will use 58th Street via Howard Avenue and Warnimont Avenue.

45th Street Sidewalk Closure Detour:

Pedestrians will use Oklahoma Avenue via STH 24.

Wisconsin Lane Closure System Advance Notification

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

TABLE 108-1 CLOSURE TYPE AND REQUIRED MINIMUM ADVANCE NOTIFICATION

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

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

6. Holiday and Special Event Work Restrictions.

Do not perform work on, nor haul materials of any kind along or across any portion of the highway carrying STH 24 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 and special event periods:

- From noon Friday, May 23, 2025 to 6:00 AM Tuesday, May 27, 2025 for Memorial Day;
- From noon Thursday, July 3, 2025 to 6:00 AM Monday, July 7, 2025 for Independence Day;
- From noon Friday, August 29, 2025 to 6:00 AM Tuesday, September 2, 2025 for Labor Day.

stp-107-005 (20210113)

During Independence Day for the Village of Hales Corners 4th of July Parade and the St. Mary Parish Festival 2025 on July 11 – July 13, 2025, all lanes need to be open to traffic on STH 24 from project start to Kelly Pl. The traveled way and shoulders of such portions of the highway will be entirely cleared of equipment, barricades, signs, lights and any other materials that might impede the free flow of traffic. Work on these segments to begin no sooner than July 14, 2025, unless approved by the engineer.

7. Utilities.

PROJECT 2120-18-70

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

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The utility work plan includes additional detailed information regarding the location of known discontinued, relocated, or removed utility facilities. These can be requested from the department during the bid preparation process, or from the project engineer after the contract has been awarded and executed. stp-107-065 (20240703)

Any utility facility locations (stations, offsets, elevations, depths) listed in this article are approximate.

Underground and overhead utility facilities are located within the project limits. Utility adjustments are required for this construction project as noted below.

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

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

All utility timelines are based on an anticipated start of construction of the project on April 15, 2024.

Known utilities in the project area are as follows:

AT&T Wisconsin – Communication Line operates both buried underground and overhead facilities within the project limits. The following items are in conflict and will be addressed as follows:

- AT&T contractor to shift handhole at Station 151+21, 61' LT three feet to the north to avoid conflict with new sidewalk and ramp.
- AT&T contractor to remove pedestal at Station 308+15, 53' RT to get pedestal out of new sidewalk ramp. AT&T will bury splice underground to remove pedestal.
- AT&T to remove pedestal at Station 292+51, 61' LT due to conflicts with new sidewalk being placed.

This work has been completed.

The field contact is:

Nathan Gibert, (262) 720-8235, ng952w@att.com

ATC Management, Inc. – Electricity – Transmission has existing facilities within the project limits. These facilities will remain in place without adjustment.

City of Greenfield – Communication has existing facilities within the project limits. These communications facilities will remain in place without adjustment.

The field contact is:

Greg Selissen, (920) 301-7904, gselissen@mcewi.com

City of Greenfield - Sewer has existing facilities within the project limits.

Install internal/external sanitary manhole seals and adjust manholes located within the pavement during construction. This work is part of this contract; refer to the plans and specifications for more information.

The field contact is:

Jeffrey Katz, (414) 329-5325, Jeffrey.Katz@greenfieldwi.us

City of Milwaukee – Communication has existing facilities within the project limits. These communications facilities will remain in place without adjustment.

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City of Milwaukee - Conduit has existing facilities within the project limits.

There are 6 CUC manholes that will need to be adjusted by the paving contractor in accordance with the Adjusting CUC Manhole Cover special provision. This work is part of this contract; refer to the plans and specifications for more information.

The field contact is:

Karen Rogney, (414) 286-3243, karen.rogney@milwaukee.gov

City of Milwaukee - Sewer has existing facilities within the project limits.

Adjust manholes located within the pavement during construction. This work is part of this contract; refer to the plans and specifications for more information.

The field contact is:

Zafar Yousuf, (414) 286-2467

City of Milwaukee - Water has existing facilities within the project limits. The following items are in conflict and will be addressed as follows:

• Station 149+61, 51' RT – Relocate the existing hydrant and replace sidewalk to nearest joints.

This work has been completed.

Adjust valve boxes located within the pavement during construction. This work is part of this contract; refer to the plans and specifications for more information.

Maintain access to all fire hydrants within the construction area for fire protection and protect all hydrants at the following locations against damage for the duration of the project:

- Station 149+61, 51' RT
- Station 246+61, 53' LT
- Station 270+97, 52' LT
- Station 277+13, 52' LT
- Station 305+86, 74' LT
- Station 342+25, 63' RT

The field contact is:

MWW Control Center, (414) 286-3710

Everstream has existing communication facilities within the project limits. These facilities are anticipated to remain in place without adjustment.

Level 3 Communications LLC has existing communication facilities within the project limits. The following items are in conflict and will be addressed as follows:

- Station 151+24, LT Level 3 (Lumen National) to transfer existing aerial fiber and pole riser to new AT&T pole location. Refer to AT&T Wisconsin for details.
- Station 193+96, RT Level 3 (Lumen National) to lower existing handhole to existing sidewalk grade.

This work has been completed.

The field contact is:

Brahim Gaddour, (414) 704-1026, Brahim.Gaddour@lumen.com

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Midwest Fiber Networks LLC has existing communication facilities within the project limits. The following items are in conflict and will be addressed as follows:

Handhole located at Station 56+44, 60' RT will be relocated to Station 56+47, 67.5' RT.

This work has been completed.

The field contact is:

Cory Schmuki, (414) 349-2764, cschmuki@midwestfibernetworks.com

Milwaukee County Parks Department has existing electricity facilities within the project limits. These facilities will remain in place without adjustment.

Milwaukee Metropolitan Sewerage District (MMSD) has existing sanitary sewer facilities within the project limits.

MMSD has a total of 18 manhole structures in the project limits. No adjustments are anticipated. Manhole location stationing is listed below:

- Station 285+93, 7' LT
- Station 285+96, 22' LT
- Station 287+36, 22' LT
- Station 290+29, 22' LT
- Station 295+15, 5' LT; portable and permanent flow meter device located in structure. Electrical conduit is active with connection to MMSD owned electrical box.
- Station 296+00, 22.5' LT
- Station 303+75, 22.5' LT
- Station 304+10, 3' LT
- Station 309+47, 22' LT
- Station 315+52, 22' LT
- Station 321+98, 23' LT
- Station 328+68, 25' LT
- Station 335+34, 23' LT
- Station 342+25, 23' LT
- Station 349+10, 23' LT
- Station 355+88, 22' LT
- Station 360+53, 23' LT
- Station 365+74, 23' LT

The field contact is:

Michael Lee, (414) 617-1429, mlee@mmsd.com

Spectrum – Communications has aerial and underground facilities within the project limits. Relocation and adjustment of Spectrum's aerial facilities and risers will be constructed per We Energies work plan. We Energies electric poles with Spectrum facilities that will require transfers:

- 03-12983 at Station 99+14, 50' RT will be relocated to Station 98+93, 50' RT.
- 93-05448 at Station 129+34, 50' RT will be relocated to Station 129+46, 59' RT.
- 72-12075 25' and its guy wires at Station 152+02, 59' RT will be relocated to Station 152+07, 65' RT.

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- 05-04032 50' at Station 176+35, 53' RT will be relocated to Station 176+71 84' RT (Spectrum has a riser on this pole).
- 05-00185 45' at Station 292+51, 62.5' LT will be relocated to Station 292+49, 70' LT (Spectrum has a riser on this pole).

This work has been completed.

The field contact is:

Beau Abuya, (414) 758-9241, beau.abuya@charter.com

TDS Metrocom LLC maintains buried fiber cable inside the AT&T conduit system within the limits of this project. AT&T will be responsible for notifying TDS of the need to move its facilities. Refer to AT&T Wisconsin.

This coordination work has been completed.

The field contact is:

Jason Kenny, (262) 514-2127, <u>Jason.kenny@tdstelecom.com</u>

Verizon Business has existing communication facilities within the project limits. These facilities will remain in place without adjustment.

Village of Hales Corners - Sewer has existing facilities within the project limits.

Village of Hales Corners has sanitary manhole structures in the paving limits. No adjustments are anticipated.

We Energies – Electric has existing facilities within the project limits. The following items are in conflict and will be addressed as follows.

We Energies Electric Poles:

- 03-12983 at Station 99+14, 50' RT will be relocated to Station 98+93, 50' RT.
- 93-05448 at Station 129+34, 50' RT will be relocated to Station 129+46, 59' RT.
- 72-12075 25' and its guy wires at Station 152+02, 59' RT will be relocated to Station 152+07, 65' RT.
- 05-04032 50' at Station 176+35, 53' RT will be relocated to Station 176+7, 84' RT.
- 05-00185 45' at Station 292+51, 62.5' LT will be relocated to Station 292+49, 70' RT.

We Energies Manholes:

- We Energies has 20 manholes from Station 269+90 to Station 352+50. These manholes will get adjusted to meet the final pavement grade for this project.
- Contact Tara Blecha 414-540-5784 We-energies Operations Supervisor before construction start to assure the manholes all have been adjusted.
- Any facilities not explicitly identified as being relocated and/or adjusted have been deemed to be
 not in conflict and will remain in place as is. We Energies has determined that the project is
 constructible with these facilities left within the work-zone.

This work has been completed.

The field contact is:

Chris Schulz, (414) 588-6811, Chris.Schulz1@we-energies.com

We Energies electric has facilities within the construction limits. It is imperative that the highway contractor contact We Energies if removing any electrical underground cables, to verify that they have been discontinued and carry no electrical current. The contractor must not assume that unmarked facilities have been discontinued. At no time is it acceptable to push, pull, cut, or drill an unmarked facility

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without explicit consent from We Energies. Contractor must call the We Energies 24-hour Dispatch lines to arrange for this verification. We Energies Electric Dispatch #1-800-662-4797.

We Energies – Gas/Petroleum has existing facilities within the project limits. With the exception of the redesigned handicap ramp on the Northeast corner of Grange and Forest Home, We Energies gas facilities are not in conflict with the proposed mill & overlay as well as the sidewalk installation. However, We Energies will take the opportunity to perform lifecycle work on old gas mains and services throughout the project scope as follows:

- We Energies gas main at Station 100+00; 55' RT to Station 135+80; 48' RT will be relocated to approximately Station 100+00; 45' RT to Station 107+25; 45' RT to Station 108+25; 38' RT to Station 119+00; 38' RT to Station 119+00; 54' RT to Station 135+80; 54' RT.
- We Energies gas main crosses STH 24 at Station 131+18 and will be relocated to crossing at approximately Station 131+25.
- We Energies gas main at Station 130+40; 55' LT to Station 140+10; 121' LT will be relocated to approximately Station 130+40; 44' LT to Station 136+30; 44' LT to Station 136+75; 54' LT to Station 140+10; 54' LT.
- We Energies gas main crosses STH 24 Station 140+25 and will be relocated to crossing at approximately Station 140+20.
- We Energies gas main at Station 140+25; 52' RT to Station 151+50; 56' RT will be relocated to approximately Station 140+20; 58' RT to Station 142+90; 58' RT to Station 142+90; 46' RT to Station 147+00: 46' RT to Station 147+50; 38' RT to Station 151+45; 38' RT.
- We Energies gas main at Station 151+50; 52' RT to Station 151+60; 191' RT will be relocated to approximately Station 151+45; 40' RT to Station 151+55; 191' RT.
- We Energies gas main at Station 175+60; 85' LT to Station 185+61; 87' LT will be relocated to approximately Station 175+60; 88' LT to Station 185+61; 85' LT.
- We Energies gas main at Station 187+70; 54' RT to Station 189+31; 54' RT will be relocated to approximately Station 187+70; 45' RT to Station 189+31; 45' RT.
- We Energies gas main at Station 281+50; 59' LT to Station 285+90; 59' LT to Station 48+37; 6'
 RT (Howard) will be relocated to approximately Station 281+00; 55' LT to Station 282+75; 55' LT.
- We Energies gas main on Howard at Station 48+65; 6' RT to Station 51+25; 6' RT will be relocated to approximately Station 48+65; 14' RT to Station 51+25; 14' RT.
- We Energies gas main at Station 286+20; 53' RT to Station 287+90; 53' RT will be relocated to approximately Station 286+80; 45' RT to Station 287+75; 45' RT.

This work has been completed.

The field contact is:

Jeffrey Smyczek, (414) 610-4793, Jeffrey.smyczek@we-energies.com

We Energies gas has facilities within the construction limits. It is imperative that the highway contractor contact We Energies if removing any gas facilities, to verify that they have been discontinued and carry no natural gas. The contractor must not assume that unmarked facilities have been discontinued. At no time is it acceptable to push, pull, cut or drill an unmarked facility without explicit consent from We Energies. Contractor must call the We Energies 24-hour Dispatch lines to arrange for this verification. We Energies Gas Dispatch, 1 (800) 261-5325.

PROJECT 2160-07-73

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

The utility work plan includes additional detailed information regarding the location of known discontinued, relocated, or removed utility facilities. These can be requested from the department during the bid preparation process or from the project engineer after the contract has been awarded and executed.

The following utilities are located within the project area:

stp-107-066 (20080501)

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

The following utility companies have facilities within the project area that will not need adjustments:

AT&T Wisconsin:

AT&T Wisconsin has facilities has a conduit pack attached to the bridge in the northbound lanes that are not anticipated to be in conflict of the proposed bridge project and no relocations are anticipated.

The construction field contact is:

Nathan Gibert 411 7th St, Racine, WI, 53403 (262) 720-8235 ng952w@att.com

City of Greenfield Sanitary Sewers

City of Greenfield Sanitary Sewers and Manhole facilities are not in conflict with the proposed deck replacement on this bridge. No adjustments to these facilities is anticipated with this project.

The construction field contact is:

Jeffrey Katz 7325 W Forest Home Avenue Greenfield WI 53220 (414) 329-5325 Jeffrey.Katz@greenfieldwi.us

City of Milwaukee - Water

The City of Milwaukee - Water has indicated that there are no conflicting utilities with the proposed deck replacement on this bridge and no adjustments to these facilities is anticipated with this project.

The construction field contact is:

Joshua Iwen, P.E. 841 North Broadway, Room 409, Milwaukee, WI 53202 Phone: (414) 286-3640 joshua.iwen@milwaukee.gov

Midwest Fiber Networks LLC

Midwest Fiber Networks LLC has indicated that there are no conflicts with the proposed deck replacement on this bridge and no adjustments to these facilities is anticipated with this project.

The construction field contact is:

Cory Schmuki
6070 North Flint Road
Glendale, WI 53209
(414) 459-3561
cschmuki@midwestfibernetworks.com

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WE Energies - Electric

WE Energies – Electric has an existing unused asbestos duct package attached to the underside of the bridge deck in the southbound lanes that are not anticipated to be in conflict of the proposed bridge project and no relocations are anticipated.

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

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

Any facilities not explicitly identified as being relocated or removed have been deemed to be not in conflict and will remain in place as is.

The construction field contact is:

Adam Psicihulis
700 S. Kane Street
Burlington, WI 53105
(262) 490-1259
adam.psicihulis@we-energies.com

8. Work by Others.

City of Milwaukee - Street Lighting has existing facilities within the project limits.

Some work locations will impact underground conduit and 2200V circuitry. This work is part of this contract; refer to the plans and specifications for more information.

Before construction, the City of Milwaukee Street lighting personnel will install temporary overhead cable on wood poles. The wood poles will be installed in an area from the face of curb to a point 5 feet back of curb within the area of the intersections.

During construction, the contractor will need to contact and coordinate throughout the project with the street lighting field contact person for inspection of contractor installed conduit, pull boxes, and cable installation to existing street lighting facilities. The contactor will use extreme caution when working near street lighting 2200V and 240V facilities. The contractor is responsible for damage to our facilities.

Please call (414) 286-5944 immediately to report damages to our facilities.

After construction, the City of Milwaukee Street lighting personnel will install the remaining permanent underground facilities beyond what the contractor has installed. After completion of construction, street lighting personnel will make the final connections to place the newly installed material into service and remove the temporary overhead.

Anticipated start date is 25 to 30 days prior to construction. Estimated construction time required is 25 to 30 working days before construction, 5 working days during construction, and 25 to 30 working days after construction for installation of permanent facilities and removal of temporary facilities. Approximately 55 to 65 working days total.

The field contact is:

Neal Karweik (414) 708-4245 nkarwe@milwaukee.gov

WisDOT ATR Pull Boxes – Electricity has existing facilities within the project limits. These communications facilities will remain in place without adjustment.

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9. Other Contracts.

Coordinate work according to standard spec 105.5.

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

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

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

Project 1100-05-73

IH 41 Airport Freeway

84th St to N Lincoln Ave

WisDOT Construction Contact: Eric Hanson, (414) 840-9341, EricD. Hanson@dot.wi.gov

Project 1090-03-75

IH 43 - Airport Freeway

Hale I/C

WisDOT Construction Contact: Eric Hanson, (414) 840-9341, EricD. Hanson@dot.wi.gov

Project 1090-03-78

IH 41 Airport Freeway - Noise Wall

76th St - STH 36

WisDOT Construction Contact: Eric Hanson, (414) 840-9341, EricD.Hanson@dot.wi.gov

10. Available Documents.

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

- Design Study Report
- Pavement Type Selection Report
- Environmental Document
- As-Built Drawings
- Preconstruction survey
- Traffic Management Plan

These documents are available from Amanda Johansen at 141 NW Barstow Street, Waukesha, WI 53187 (262) 521-4465.

Reproduction costs will be applied to all copies requested.

sef-102-005 (20170310)

11. Contractor Document Submittals.

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

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

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

Submit electronic copies in PDF format via email to accounts the engineer determines. If possible, create PDFs from original documents in their native format (e.g. Word, Excel, AutoCAD, etc.). Scan other documents to PDF format with a minimum resolution of 600 dpi.

All costs for contractor document submittals are incidental to the contract. sef-105-010 (20150619)

12. Information to Bidders, WPDES Transportation Construction General Permit (TCGP) for Storm Water Discharges.

The department has obtained permit coverage through the Wisconsin Department of Natural Resources to discharge storm water associated with land disturbing construction activities under this contract. Conform to all permit requirements for the project.

This permit is the Wisconsin Pollutant Discharge Elimination System, Transportation Construction General Permit, (WPDES Permit No. WI-S066796-2). The permit can be found at:

https://widnr.widen.net/s/s5mwp2gd7s/finalsignedwisdotcsgp

A certificate of permit coverage is available from the regional office by contacting Stephen Pales at (262) 548-5940. Post the permit certificate in a conspicuous place at the construction site.

stp-107-056 (20230629)

13. 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 before 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. Guidelines from the Wisconsin Department of Natural Resources for disinfection are available at:

http://dnr.wi.gov/topic/invasives/disinfection.html

Use the following inspection and removal procedures:

- 1. Before 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;
- 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 before leaving the area or invested waters; and

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- 4. Disinfect your boat, equipment and gear by either:
 - 4.1. Washing with ~212 F water (steam clean), or
 - 4.2. Drying thoroughly for five days after cleaning with soap and water and/or high pressure water, or
 - 4.3. Disinfecting with either 200 ppm (0.5 oz per gallon or 1 Tablespoon per gallon) Chlorine for 10-minute contact time or 1:100 solution (38 grams per gallon) of Virkon Aquatic for 20- to 30-minute contact time. Note: Virkon is not registered to kill zebra mussel veligers nor invertebrates like spiny water flea. Therefore, this disinfect should be used in conjunction with a hot water (>104° F) application.

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

stp-107-055 (20130615)

14. Archaeological Site.

MI-0526/BMI-0183 site is located approximately 001 S. 68th St (St. John Lutheran Church), Station 268+61 to Station 269+16, RT. within the limits shown on the plans.

Notify the Bureau of Technical Services – Environmental Process and Document Section (BTS-EPDS) at (608) 266-0099 at least two weeks before commencement of any ground disturbing activities. BTS-EPDS will determine if a qualified archaeologist will need to be on site during construction of this area.

Do not use the site for borrow or waste disposal. Do not use the site area not currently capped by asphalt/concrete for the staging of personnel, equipment and/or supplies.

stp-107-220 (20180628)

15. Erosion Control.

Supplement standard spec 107.20 with the following:

Erosion control best management practices (BMP's) shown on the plans are at suggested locations. The actual locations will be determined by the contractor's ECIP and by the engineer. Include dust control and each dewatering or by-pass (mechanical pumping) operation in the ECIP submittal. The ECIP will supplement information shown on the plans and not reproduce it. The ECIP will identify how to implement the project's erosion control plan. ECIP will demonstrate timely and diligently staged operations, continuing all construction operations methodically from the initial removals and topsoil stripping operations through the subsequent grading, paving, re-application of top soil, and restoration of permanent vegetation to minimize the period of exposure to possible erosion.

Provide the ECIP 14 days prior to the pre-construction meeting. Provide 1 copy of the ECIP to the department and 1 copy of the ECIP to the WDNR Liaison Ryan Pappas, (414) 750-7495, ryan.pappas@wisconsin.gov. Do not implement the ECIP without department approval and perform all work conforming to the approved ECIP.

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

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

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

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

If dewatering bypass operations are required from one pipe structure to another downstream pipe structure or from the upstream to downstream end of a culvert and the bypass flow is not transporting sediments (sand, silt, and clay particles) from a tributary work site area, bypass pumping operations will

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be allowed provided that the department has been made aware of and approves operation. When pumping bypass flows, the discharge location will need to be stable and not produce any erosion from the discharge velocity that would cause release of sediment downstream. Dewatering is considered incidental to the contract.

Dewatering (Mechanical Pumping) for Treatment Water (sediment-laden) Operations

If dewatering operations require pumping of water containing sediments (sand, silt, and clay particles), the discharge will not be allowed to leave the work site or discharge to a storm water conveyance system without sediment removal treatment. Do not allow any excavation for; structures, utilities, grading, maintaining drainage that requires dewatering (mechanical pumping) of water containing sediments (sand, silt, and clay particles) to leave the work site or discharge to a storm water conveyance system without sediment removal treatment.

Prior to each dewatering operation, submit to the department a separate ECIP amendment for sediment removal. Guidance on dewatering can be found on the Wisconsin DNR website located in the Storm Water Construction Technical Standards, Dewatering Code #1061,

http://dnr.wi.gov/topic/stormwater/standards/const standards.html.

Include reasoning, location, and schedule duration proposed for each operation. Per Code 1061, include all selection criteria: site assessment, dewatering practice selection, calculations, plans, specifications, operations, maintenance, and location of proposed treated water discharge. Provide a stabilized discharge area. If directing discharge towards or into an inlet structure, provide additional inlet protection for back-up protection.

Maintaining Drainage

Maintain drainage at and through worksite during construction conforming to standard spec 107.20, 204.3.2.1(3), 205.3.3 and 520.3.1(2). Use existing storm sewers, existing culvert pipes, existing drainage channels, temporary culvert pipes, or temporary drainage channels to maintain existing surface and pipe drainage. Pumps may be required to drain the surface, pipe, and structure discharges during construction. Costs for furnishing, operating, and maintaining the pumps is considered incidental to the contract.

SER-107-003 (20161220)

16. Notice to Contractor – Milwaukee County Transit System.

The Milwaukee County Transit System (MCTS) operates the following bus routes within and/or directly adjacent to the construction limits: routes 24 (Forest Home-16th St.) and 76 (76th St.).

Impacts to MCTS Routing

Invite MCTS to all coordination meetings between the contractor, the department, local officials and business stakeholders to discuss the project schedule of operations including vehicular and pedestrian access during construction operations. Notify MCTS at least ten (10) business days prior to beginning project work to provide advance notice of potential service impacts.

Impacts to MCTS Signs and Posts

Notify MCTS of work impacting MCTS signs and posts in advance five (5) or more business days. MCTS signs include "Bus Stop" and turn disc signs. MCTS signs are mounted on MCTS posts; and on assets owned by others including streetlights, traffic regulators, crosswalk and street signposts. MCTS shall be responsible for MCTS sign and post removal and installation, with the contractor granting access to MCTS personnel to perform such work. Signs stating "No Parking Bus Stop" are the under the ownership and responsibility of City of Milwaukee.

Impacts to Bus Shelters

Contractor work may require bus shelter(s) to be temporarily removed. MCTS will be responsible for the removal and reinstallation of bus shelters, with the contractor granting access to MCTS personnel for the purposes of reinstallation before new pavement opens to vehicular traffic. Notify MCTS in advance 10 business days for each site-specific bus shelter location.

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Non-detour Service Suspension at MCTS Bus Stops and Temporary Bus Stops

Occasions may arise when work requires neither a detour nor the physical alteration of MCTS bus stop assets, but (for passenger safety) those occasions involved require MCTS to temporarily suspend service at a bus stop location. Notify MCTS in advance 5 business days of the site-specific occasion, and MCTS will sign appropriately to instruct passengers to board at a temporary bus stop. Notify MCTS upon completion of work. MCTS will resume service to any suspended bus stop locations when it is safe to do so.

Temporary Bus Stops

MCTS will designate temporary bus stop boarding locations using MCTS temporary signs. Temporary bus stops will be in existing right-of-way at ADA-accessible locations outside the project's construction zone. MCTS is not requesting this project to provide temporary boarding pads.

MCTS contacts:

Dan Adams
Milwaukee County Transit System
1942 N. 17th St.
Milwaukee, WI 53205
Phone: (414) 937-3273
dadams@mcts.org

Armond Sensabaugh
Milwaukee County Transit System
1942 N. 17th St.
Milwaukee, WI 53205
Phone: (414) 343-1728
asensabaugh@mcts.org

David Locher
Milwaukee County Transit System
1942 N. 17th St.
Milwaukee, WI 53205
Phone: (414) 343-1727

dlocher@mcts.org

17. Notice to Contractor – Airport Operating Restrictions.

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

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

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

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

sef-107-020 (20171004)

18. Notice to Contractor – Contamination Beyond Construction Limits.

The department completed testing for soil and ground water contamination for locations within this project where excavation is required. Testing indicated that petroleum-contaminated soil is present at the following sites:

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Intersection of CTH U/76th St. and STH 24 SB Off Ramp to CTH U/76th St.

 Station 54+00 to 56+25, beyond project limits left (Former Al's Rib House, 7600 W. Forest Home Ave., WDNR BRRTS No. 03-41-002884, Closed LUST Site).

Intersection of STH 24 and W. Grange Ave.

- Station 126+50 to 128+25, beyond project limits left (Jim's Service Center, 9856 W. Forest Home Ave., WDNR BRRTS No. 02-41-173956, Closed ERP Site) and (Petroff's Drive Inn, 9814 W. Forest Home Ave., WDNR BRRTS No. 03-41-285735, Closed LUST Site).
- Station 127+30 to 130+25, beyond project limits right (Amoco Station #18764, 9835 W. Forest Home Ave., WDNR BRRTS No. 03-41-000370, Closed LUST Site), (Amoco Station #18764/H Oil, 9835 W. Forest Home Ave., WDNR BRRTS No. 02-41-001093, Closed ERP Site), and (Forest Home Corner Market, 9835 W. Forest Home Ave., WDNR BRRTS No. 03-41-560001, Closed LUST Site).

Intersection of STH 24 and W. Howard Ave.

• Station 289+00 to 290+50, beyond project limits right (Former Mobil Station, 6313 W. Howard Ave., WDNR BRRTS No. 03-41-176260, Closed LUST Site).

Intersection of STH 24 and S. 60th St.

- Station 301+50 to 303+50, beyond project limits right (Jim's Auto Mart #1, 6000 W. Forest Home Ave., WDNR BRRTS No. 03-41-001564, Closed LUST Site).
- Station 302+00 to 305+50, beyond project limits left (Jim's Auto Mart #2, 6000 W. Forest Home Ave., WDNR BRRTS No. 03-41-001573, Closed LUST Site).

Intersection of STH 24 and W. Morgan Ave.

- Station 326+00 to 327+50, beyond project limits left (Former Lincoln State Bank, 5401 W. Morgan Ave., WDNR BRRTS No. 03-41-561882, Closed LUST Site).
- Station 328+50 to 330+10, beyond project limits left (Kennedy's Auto Service, 5300 W. Forest Home Ave., WDNR BRRTS No. 03-41-001782, Closed LUST Site).

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

The Hazardous Materials Report is available by contacting:

Andrew Malsom
WisDOT SE Region
141 NW Barstow St.
Waukesha, WI 53187
(262) 548-6705
andrew.malsom@dot.wi.gov

stp-107-100 (20230113)

19. Notice to Contractor, Asbestos Containing Materials on Structure.

John Roelke, License Number All-119523, inspected Structure B-40-0077 for asbestos on December 16, 2021. Regulated Asbestos Containing Material (RACM) was found on this structure in the following locations and quantities: the transite conduits and fiber pipe wrap around the water and sewer pipes under the bridge were not sampled and assumed to contain regulated ACM greater than 1%.

A copy of the inspection report is available from Amanda Johansen, phone: (262) 521-4465 or amanda.johansen@dot.wi.gov. Locations of asbestos containing material are noted on the plan set. Do not disturb any asbestos containing material. Should asbestos containing material be disturbed, stop work immediately, notify the engineer, and the engineer will notify the department's Bureau of Technical Se

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rvices at (608) 266-1476 for an emergency response as specified in standard spec 107.24. Keep material wet until it is abated.

Structure B-40-0164 has asbestos material associated with the AT&T duct package and We Energies package located on the structure. This facility will not be disturbed as part of the construction operations. Do not disturb any asbestos containing material. Should asbestos containing material be disturbed, stop work immediately, notify the engineer, and the engineer will notify the department's Bureau of Technical Services at (608) 266-1476 for an emergency response as specified in standard spec 107.24. Keep material wet until it is abated.

stp-107-120 (20220628)

20. Notice to Contractor, Verification of Asbestos Inspection, No Asbestos Found.

John Roelke, License Number All-119523, inspected Structure B-40-0159 for asbestos on June 11, 2024. No regulated Asbestos Containing Material (RACM) was found on this structure. A copy of the inspection report is available from Amanda Johansen, (262) 521-4465 or amanda.johansen@dot.wi.gov.

stp-107-127 (20220628)

21. CPM Progress Schedule.

Replace standard spec 108.4.4.1 with the following:

- (1) Submit a CPM Progress Schedule and updates.
- (2) To ensure compatibility with the Master Program Schedule, use the latest version of Primavera P6 Project Management, by Oracle Corporation, Redwood Shores, CA, to prepare the Initial CPM Progress Schedule, Monthly CPM Progress Updates and other CPM Progress Revisions requested by the engineer.
- (3) Within five business days after award, the department will provide its current standard Work Breakdown Structure and activity codes to use to develop the Initial CPM Progress Schedule.
- (4) Designate a Project Scheduler who will be responsible for scheduling the Work and submit a professional resume describing a minimum of three years of scheduling experience on interstate-highway reconstruction work of similar size and complexity, including recent experience with P6. Obtain approval of the submitted resume before scheduling the work.

Replace standard spec 108.4.4.4(2) with the following:

- (2) For each schedule update, submit electronic copies in an approved format and updated PDF printouts of the following:
 - 1. Tabular sorts by:
 - Activity Identification/Early Start.
 - Total Float.
 - 2. If applicable, an updated logic diagram as the engineer requires.
 - 3. If augmenting the CPM schedule with a linear schedule, provide an update of the linear schedule.
 - 4. Activities underway and as-built dates for the past month.
 - Agreement on the as-built dates with the department depicted in the Monthly CPM Progress Schedule Update.
 Document all disagreements. Use the as-built dates from the Monthly CPM Progress Schedule Update for the month when updating the CPM schedule.
 - 6. Actual as-built dates for completed activities through final acceptance of the project.

sef-108-010 (20180104)

22. Removing Asphaltic Longitudinal Notched Wedge Joint Milling, Item 204.0126.S.

A Description

This special provision describes the milling and removing of the upper layer HMA longitudinal notched wedge joint, including sweeping and cleaning of the affected area prior to paving the adjacent lane. Follow drop-off and hazard protection in standard spec 104.6.1.2.3.

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B (Vacant)

C Construction

Prior to paving the adjacent upper layer HMA lane, mill longitudinal notched wedge joint to a true line with a face perpendicular to the surface of the existing asphaltic surface pavement as the plans show or the engineer directs. Provide a uniform milled surface that is reasonably plane, free of excessively large scarification marks, and has the grade and transverse slope the plans show, or the engineer directs. Do not damage the remaining pavement.

Use a self-propelled milling machine with depth, grade, and slope controls. Shroud the drum to prevent discharging loosened material onto the adjacent work areas or live traffic lanes. Provide an engineer-approved dust control system.

Thoroughly clean the milled surface and completely remove all millings from the project site. Unless using a continuous removal and pick-up operation, do not windrow or store material on the roadway. Clear the roadway of all material and equipment during non-working hours. The contractor becomes the owner of the removed asphaltic pavement and is responsible for the disposal as specified in standard spec 204.3.1.3.

D Measurement

The department will measure Removing Asphaltic Longitudinal Notched Wedge Joint Milling by the linear foot unit for all wedge joints, acceptably removed.

E Payment

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

ITEM NUMBER

DESCRIPTION

UNIT

204.0126.S

Removing Asphaltic Longitudinal Notched Wedge Joint Milling

LF

Payment is full compensation for milling, removing, sweeping, cleaning, and disposing of materials. stp-204-045 (20191121)

23. Removing Traffic Signals STH 24 & Grange Ave, Item 204.9060.S.01;

Removing Traffic Signals STH 24 & 84th Street, Item 204.9060.S.02;

Removing Traffic Signals STH 24 & CTH U (76th St), Item 204.9060.S.03;

Removing Traffic Signals STH 24 & Coldspring Road, Item 204.9060.S.04;

Removing Traffic Signals STH 24 & 68th Street, Item 204.9060.S.05;

Removing Traffic Signals STH 24 & Howard Ave. Item 204.9060.S.06:

Removing Traffic Signals STH 24 & 60th Street, Item 204.9030.S.07;

Removing Traffic Signals STH 24 & Morgan Ave, Item 204.9060.S.08.

A Description

This special provision describes removing existing traffic signals as shown on the plans, in accordance to the pertinent provisions of standard spec 204, and as hereinafter provided. Specific removal items are noted in the plans.

B (Vacant)

C Construction

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

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

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Remove all standards and poles per plan from their concrete footings and disassemble out of traffic. Remove the transformer bases from each pole. Remove the signal heads, emergency vehicle preemption heads (EVP), mast arms, luminaires, radio antennas, wiring/cabling, and traffic signal mounting devices from each signal standard, arm or pole as called out on the traffic signal removal plans. Ensure that all access hand-hole doors and all associated hardware remain intact. Dispose of the underground signal cable, internal wires and street lighting cable off the state right-of-way. Deliver the remaining materials, except for Traffic signal LED and luminaire lamp, switch, and ballasts, to the West Allis Electrical Service Facility at 935 South 60th Street, West Allis, Milwaukee County. Contact the department's Electrical Field Unit at (414) 266-1170 at least five working days prior to delivery to make arrangements. Traffic signal LED and luminaire lamp, switch, and ballast disposal shall be paid for as a separate item.

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

D Measurement

The department will measure Removing Traffic Signals (location) as each intersection, acceptably completed.

E Payment

Add the following to standard spec 204.5:

ITEM NUMBER	DESCRIPTION	UNIT
204.9060.S.01	Removing Traffic Signals STH 24 & Grange Ave	EACH
204.9060.S.02	Removing Traffic Signals STH 24 & 84 th Street	EACH
204.9060.S.03	Removing Traffic Signals STH 24 & CTH U (76th St)	EACH
204.9060.S.04	Removing Traffic Signals STH 24 & Coldspring Road	EACH
204.9060.S.05	Removing Traffic Signals STH 24 & 68th Street	EACH
204.9060.S.06	Removing Traffic Signals STH 24 & Howard Ave	EACH
204.9060.S.07	Removing Traffic Signals STH 24 & 60 th Street	EACH
204.9060.S.08	Removing Traffic Signals STH 24 & Morgan Ave	EACH

Payment is full compensation for removing, disassembling traffic signals, scrapping of some materials, disposing of scrap material; for delivering the requested materials to the Department; and incidentals necessary to complete the contract work.

stp-204-025 (20230113)

24. Removing Loop Detector and Lead-In Cable STH 24 & CTH U (76th St), Item 204.9060.S.09; Removing Loop Detector and Lead-In Cable STH 24 & Howard Ave, Item 204.9060.S.10; Removing Loop Detector and Lead-In Cable STH 24 & 60th Street, Item 204.9060.S.11; Removing Loop Detector and Lead-In Cable STH 24 & Morgan Ave, Item 204.9060.S.12.

A Description

This special provision describes removing loop detector wire and lead-in cable as shown on the plans, in accordance to the pertinent provisions of 204 of the standard specs, and as hereinafter provided.

B (Vacant)

C Construction

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

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

D Measurement

The department will measure Removing Loop Detector and Lead-In Cable (Location) as each intersection, acceptably completed.

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E Payment

Add the following to standard spec 204.5:

ITEM NUMBER	DESCRIPTION	UNIT
204.9060.S.09	Removing Loop Detector Wire and Lead-In Cable STH 24 & CTH U (76th St)	EACH
204.9060.S.10	Removing Loop Detector Wire and Lead-In Cable STH 24 & Howard Ave	EACH
204.9060.S.11	Removing Loop Detector Wire and Lead-In Cable STH 24 & 60th Street	EACH
204.9060.S.12	Removing Loop Detector Wire and Lead-In Cable USH 18 & Morgan Ave	EACH

stp-204-025 (20150630)

25. Excavation, Hauling, and Disposal of Petroleum Contaminated Soil, Item 205.0501.S.

A Description

A.1 General

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

Waste Management Metro Landfill 10712 S. 124th St. Franklin, WI 53051 (866) 909-4458

Green For Life (GFL) Emerald Park Landfill W124S10629 South 124th Street Muskego, WI 53132 (414) 529-1360

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

A.2 Notice to the Contractor - Contaminated Soil Locations

The department completed testing for soil and groundwater contamination for locations within this project where excavation is required. Testing indicated that petroleum-contaminated soil is present at the following locations the plans show:

Intersection of CTH U/76th St. and STH 24 SB Off Ramp to CTH U/S. 76th St.

• Station 54+00 to 54+35, from 35 feet to 70 feet left of reference line, from 1 to 10 feet below grade. The estimated volume of contaminated soil to be excavated at this location is 6.3 CY (approximately 10.7 tons using a conversion factor of 1.7 tons per cubic yard).

Intersection of STH 24 and W. Howard Ave.

• Station 285+70 to 286+20, from 35 feet to 80 feet left of reference line, from 1 to 8+ feet below grade. The estimated volume of contaminated soil to be excavated at this location is 0 CY (approximately 0 tons using a conversion factor of 1.7 tons per cubic yard).

Intersection of STH 24 and S. 60th St.

• Station 304+20 to 304+70, from 30 feet to 75 feet left of reference line, from 1 to 6 feet below grade. The estimated volume of contaminated soil to be excavated at this location is 1.7 CY (approximately 2.9 tons using a conversion factor of 1.7 tons per cubic yard).

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

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

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For further information regarding previous investigation and remediation activities at these sites contact:

Name: Andrew Malsom

Address: 141 NW Barstow Street, PO Box 798, Waukesha, WI 53187-0798

Phone: (262) 548-6705 Fax: (262) 548-6891

E-mail: andrew.malsom@dot.wi.gov

A.3 Coordination

Coordinate work under this contract with the environment consultant:

Consultant: TRC Environmental Corporation

Address: 6737 W. Washington St., Suite 2100, West Allis, WI 53214

Contact: Bryan Bergmann

Phone: (262) 901-2126 office / (262) 227-9210 cell

Fax: (262) 879-1220

E-mail: <u>bbergmann@trccompanies.com</u>

The role of the environmental consultant will be limited to:

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

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

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

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

A.4 Health and Safety Requirements

Add the following to standard spec 107.1:

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

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

B (Vacant)

C Construction

Add the following to standard spec 205.3:

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

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

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

D Measurement

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

E Payment

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

ITEM NUMBER DESCRIPTION UNIT

205.0501.S Excavation, Hauling, and Disposal of Petroleum Contaminated Soil TON

Payment is full compensation for excavating, segregating, loading, hauling, and treatment via bioremediation, or landfilling of contaminated soil; obtaining solid waste collection and transportation service operating licenses; assisting in the collection soil samples for field evaluation; and dewatering of soils before transport, if necessary.

stp-205-003 (20230113)

26. Backfill Slurry.

This special provision describes furnishing and placing backfill slurry for the installation of storm sewer pipes and structures. Conform to 209 of the standard specs except as follows.

Replace standard spec 209.2.2 with the following:

- (1) Use well graded fine and coarse aggregate conforming to the standard combined aggregate gradation specified in table 501-4. Weigh aggregates at a batch plant suitable for batching concrete masonry. Mix and deliver to the project site using a truck mixer. Add enough water meeting the requirements of 501.2.6 of the standard specs to enable the mixture to flow readily.
- (2) Backfill Slurry is considered a class III concrete mix. Follow the procedure in 716.2.2 of the standard spec for mix design certification and submittal.

Replace standard spec 209.3 with the following:

Prior to placement of backfill slurry provide for positive drainage of the area to be backfilled. Discharge from the truck in a manner to prevent segregation. Consolidation or compaction effort will not be required. Twelve hours shall elapse before paving over the backfill.

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27. HMA Percent Within Limits (PWL) Test Strip Volumetrics, Item 460.0105.S; HMA Percent Within Limits (PWL) Test Strip Density, Item 460.0110.S.

A Description

This special provision describes the Hot Mix Asphalt (HMA) density and volumetric testing tolerances required for an HMA test strip. An HMA test strip is required for contracts constructed under HMA Percent Within Limits (PWL) QMP. A density test strip is required for each pavement layer placed over a specific, uniform underlying material, unless specified otherwise in the plans. Each contract is restricted to a single mix design per mix type per layer (e.g., upper layer and lower layer may have different mix type specified or may have the same mix type with different mix designs). Each mix design requires a separate test strip. Density and volumetrics testing will be conducted on the same test strip whenever possible.

Perform work according to standard spec 460 and as follows.

B Materials

Use materials conforming to HMA Pavement Percent Within Limits (PWL) QMP special provision.

C Construction

C.1 Test Strip

Submit the test strip start time and date to the department in writing at least 5 calendar days in advance of construction of the test strip. If the contractor fails to begin paving within 2 hours of the submitted start time, the test strip is delayed, and the department will assess the contractor \$2,000 for each instance according to standard spec E of this document. Alterations to the start time and date must be submitted to the department in writing a minimum of 24 hours prior to the start time. The contractor will not be liable for changes in start time related to adverse weather days as defined by standard spec 101.3 or equipment breakdown verified by the department.

On the first day of production for a test strip, produce approximately 750 tons of HMA. (Note: adjust tonnage to accommodate natural break points in the project.) Locate test strips in a standard spec of the roadway to allow a representative rolling pattern (i.e., not a ramp or shoulder, etc.).

C.1.1 Sampling and Testing Intervals

C.1.1.1 Volumetrics

Laboratory testing will be conducted from a split sample yielding three components, with portions designated for QC (quality control), QV (quality verification), and retained.

During production for the test strip, obtain sufficient HMA mixture for three-part split samples from trucks prior to departure from the plant. Collect three split samples during the production of test strip material. Perform sampling from the truck box and three-part splitting of HMA according to WTM R47. These three samples will be randomly selected by the engineer from each *third* of the test strip tonnage (T), excluding the first 50 tons:

Sample Number	<u>Production Interval (tons)</u>
1	50 to 1/3 T
2	1/3 T to 2/3 T
3	2/3 T to T

C.1.1.2 Density

Required field tests include contractor QC and department QV nuclear density gauge tests and pavement coring at ten individual locations (five in each half of the test strip length) according to Appendix A: *Test Methods and Sampling for HMA PWL QMP Projects*. Both QV and QC teams shall have two nuclear density gauges present for correlation at the time the test strip is constructed. QC and QV teams may wish to scan with additional gauges at the locations detailed in Appendix A, as only gauges used during the test strip correlation phase will be allowed.

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C.1.2 Field Tests

C.1.2.1 Density

For contracts that include STSP 460-020 QMP Density in addition to PWL, a gauge comparison according to WTM T355 shall be completed prior to the day of test strip construction. Daily standardization of gauges on reference blocks and a project reference site shall be performed according to WTM T355. A standard count shall be performed for each gauge on the material placed for the test strip, prior to any additional data collection. Nuclear gauge readings and pavement cores shall be used to determine nuclear gauge correlation according to Appendix A. The two to three readings for the five locations across the mat for each of two zones shall be provided to the engineer. The engineer will analyze the readings of each gauge relative to the densities of the cores taken at each location. The engineer will determine the average difference between the nuclear gauge density readings and the measured core densities to be used as a constant offset value. This offset will be used to adjust raw density readings of the specific gauge and shall appear on the density data sheet along with gauge and project identification. An offset is specific to the mix and layer; therefore, a separate value shall be determined for each layer of each mix placed over a differing underlying material for the contract. This constitutes correlation of that individual gauge for the given layer. Two gauges per team are not required to be onsite daily after completion of the test strip. Any data collected without a correlated gauge will not be accepted.

The contractor is responsible for coring the pavement from the footprint of the density tests and filling core holes according to Appendix A. Coring and filling of pavement core holes must be approved by the engineer. The QV team is responsible for the labeling and safe transport of the cores from the field to the QC laboratory. Testing of cores shall be conducted by the contractor and witnessed by department personnel. The contractor is responsible for drying the cores following testing. The department will take possession of cores following laboratory testing and will be responsible for any verification testing at the discretion of the engineer.

The target maximum density to be used in determining core density is the average of the three volumetric/mix Gmm values from the test strip multiplied by 62.24 lb/ft³. In the event mix and density portions of the test strip procedure are separated, or if an additional density test strip is required, the mix portion must be conducted prior to density determination. The target maximum density to determine core densities shall then be the Gmm four-test running average (or three-test average from a PWL volumetric-only test strip) from the end of the previous day's production multiplied by 62.24 lb/ft³. If no PWL production QV volumetric test is to be taken in a density-only test strip, a non-random QV test will be taken according to 460.2.8.3.1.4 as modified in HMA Pavement Percent Within Limits (PWL) QMP and if non-conforming to C.2.1 herein, follow corrective action outlined in 460.2.8.2.1.7(4) as modified in HMA Pavement Percent Within Limits (PWL) QMP.

Exclusions such as shoulders and appurtenances shall be tested and reported according to CMM 815. However, all acceptance testing of shoulders and appurtenances will be conducted by the department, and average lot (daily) densities must conform to standard spec Table 460-3. No density incentive or disincentive will be applied to shoulders or appurtenances. However, unacceptable shoulder material will be handled according to standard spec 460.3.3.1 and CMM 815.11.

C.1.3 Laboratory Tests

C.1.3.1 Volumetrics

Obtain random samples according to C.1.1.1 and Appendix A. Perform tests the same day as taking the sample.

Theoretical maximum specific gravities of each mixture sample will be obtained. Bulk specific gravities of both gyratory compacted samples and field cores shall be determined. The bulk specific gravity values determined from field cores shall be used to calculate a correction factor (i.e., offset) for each QC and QV nuclear density gauge. The correction factor will be used throughout the remainder of the layer.

C.2 Acceptance

C.2.1 Volumetrics

Produce mix conforming to the following limits based on individual QC and QV test results (tolerances based on most recent JMF):

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ACCEPTANCE LIMITS
+/- 8.0
+/- 8.0
+/- 7.5
+/- 7.5
+/- 7.5
+/- 7.0
+/- 3.0
- 0.5
-1.5 & +2.0
- 1.0
+/- 0.024

QV samples will be tested for Gmm, Gmb, and AC. Air voids and VMA will then be calculated using these test results.

Calculation of air voids shall use either the QC, QV, or retained split sample test results, as identified by conducting the paired t-test with the WisDOT PWL Test Strip Spreadsheet.

If QC and QV test results do not correlate as determined by the split sample comparison, the retained split sample will be tested by the department's AASHTO accredited laboratory and HTCP certified personnel as a referee test. Additional investigation shall be conducted to identify the source of the difference between QC and QV data. Referee data will be used to determine material conformance and pay.

C.2.2 Density

Compact all layers of test strip HMA mixture according to Table 460-3.

Nuclear density gauges are acceptable for use on the project only if correlation is completed for that gauge during the time of the test strip and the department issues documentation of acceptance stating the correlation offset value specific to the gauge and mix design. The offset is not to be entered into any nuclear density gauge as it will be applied by the department-furnished Field Density Worksheet.

C.2.3 Test Strip Approval and Material Conformance

All applicable laboratory and field testing associated with a test strip shall be completed prior to any additional mainline placement of the mix. All test reports shall be submitted to the department upon completion and approved before paving resumes. The department will notify the contractor within 24 hours from start of test strip regarding approval to proceed with paving unless an alternate time frame is agreed upon in writing with the department. The 24-hour approval time includes only working days as defined in standard spec 101.3.

The department will evaluate material conformance and make pay adjustments based on the PWL value of air voids and density for the test strip. The QC core densities and QC and QV mix results will be used to determine the PWL values as calculated according to Appendix A.

The PWL values for air voids and density shall be calculated after determining core densities. An approved test strip is defined as the individual PWL values for air voids and density both being equal to or greater than 75, mixture volumetric properties conforming to the limits specified in C.2.1, and an acceptable gauge-to-core correlation. Further clarification on PWL test strip approval and appropriate post-test strip actions are shown in the following table:

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^[1] Asphalt content more than -0.5% below the JMF will be referee tested by the department's AASHTO accredited laboratory and HTCP certified personnel using automated extraction.

^[2] VMA limits based on minimum requirement for mix design nominal maximum aggregate size in table 460-1.

PWL TEST STRIP APPROVAL AND MATERIAL CONFORMANCE CRITERIA

PWL VALUE FOR AIR VOIDS AND DENSITY	TEST STRIP APPROVAL	MATERIAL CONFORMANCE	POST-TEST STRIP ACTION
Both PWL ≥ 75	Approved ¹	Material paid for according to standard spec E	Proceed with Production
50 <u><</u> Either PWL < 75	Not Approved	Material paid for according to standard spec E	Consult BTS to determine need for additional test strip
Either PWL < 50	Not Approved	Unacceptable material removed and replaced or paid for at 50% of the contract unit price according to standard spec E	Construct additional Volumetrics or Density test strip as necessary

¹ In addition to these PWL criteria, mixture volumetric properties must conform to the limits specified in C.2.1, split sample comparison must have a passing result and an acceptable gauge-to-core correlation must be completed.

A maximum of two test strips will be allowed to remain in place per pavement layer per contract. If material is removed, a new test strip shall replace the previous one at no additional cost to the department. If the contractor changes the mix design for a given mix type during a contract, no additional compensation will be paid by the department for the required additional test strip and the department will assess the contractor \$2,000 for the additional test strip according to standard spec E of this special provision. For simultaneously conducted density and volumetric test strip components, the following must be achieved:

- i. Passing/Resolution of Split Sample Comparison
- ii. Volumetrics/mix PWL value ≥ 75
- iii. Density PWL value > 75
- iv. Acceptable correlation

If not conducted simultaneously, the mix portion of a test strip must accomplish (i) and (ii), while density must accomplish (iii) and (iv). If any applicable criteria are not achieved for a given test strip, the engineer, with authorization from the department's Bureau of Technical Services, will direct an additional test strip (or alternate plan approved by the department) be conducted to prove the criteria can be met prior to additional paving of that mix. For a density-only test strip, determination of mix conformance will be according to main production, i.e., HMA Pavement Percent Within Limits (PWL) QMP special provision.

D Measurement

The department will measure HMA Percent Within Limits (PWL) Test Strip as each unit of work, acceptably completed as passing the required air void, VMA, asphalt content, gradation, and density correlation for a Test Strip. Material quantities shall be determined according to standard spec 450.4 and detailed here within.

E Payment

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

•	, ,	•	0	
ITEM NUMBER	DESCRIPTION			UNIT
460.0105.S	HMA Percent Within Limits (PW	/L) Test Strip Volumetrics		EACH
460.0110.S	HMA Percent Within Limits (PW	/L) Test Strip Density		EACH

These items are intended to compensate the contractor for the construction of the test strip for contracts paved under the HMA Pavement Percent Within Limits QMP article.

Payment for HMA Percent Within Limits (PWL) Test Strip Volumetrics is full compensation for volumetric sampling, splitting, and testing, and for the proper labeling, handling, and retention of the split samples.

Payment for HMA Percent Within Limits (PWL) Test Strip Density is full compensation for collecting and measuring of pavement cores, acceptably filling core holes, providing of nuclear gauges and operator(s), and all other work associated with completion of a core-to-gauge correlation, as directed by the engineer.

Acceptable HMA mixture placed on the project as part of a volumetric or density test strip will be compensated by the appropriate HMA Pavement bid item with any applicable pay adjustments. If a test strip is delayed as defined in C.1 of this document, the department will assess the contractor \$2,000 for each instance, under the HMA Delayed Test Strip administrative item. If an additional test strip is required

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because the initial test strip is not approved by the department or the mix design is changed by the contractor, the department will assess the contractor \$2,000 for each additional test strip (i.e., \$2,000 for each individual volumetrics or density test strip) under the HMA Additional Test Strip administrative item.

Pay adjustment will be calculated using 65 dollars per ton of HMA pavement. The department will pay for measured quantities of mix based on \$65/ton multiplied by the following pay adjustment:

PAY ADJUSTMENT FOR HMA PAVEMENT AIR VOIDS & DENSITY

PERCENT WITHIN LIMITS	PAYMENT FACTOR, PF
(PWL)	(percent of \$65/ton)
≥ 90 to 100	PF = ((PWL - 90) * 0.4) + 100
≥ 50 to < 90	(PWL * 0.5) + 55
<50	50% ^[1]

where, PF is calculated per air voids and density, denoted PFair voids & PFdensity

[1] Material resulting in PWL value less than 50 shall be removed and replaced, unless the engineer allows for such material to remain in place. In the event the material remains in place, it will be paid at 50% of the contract unit price of HMA pavement.

For air voids, PWL values will be calculated using lower and upper specification limits of 2.0 and 4.3 percent, respectively. Lower specification limits for density will be according to Table 460-3. Pay adjustment will be determined for an acceptably completed test strip and will be computed as shown in the following equation:

Pay Adjustment =
$$(PF-100)/100 \times (WP) \times (tonnage) \times (\$65/ton)^*$$

*Note: If Pay Factor = 50, the contract unit price will be used in lieu of \$65/ton and the weighted percentage (WP) will equal 1.0.

The following weighted percentage (WP) values will be used for the corresponding parameter:

<u>Parameter</u>	<u>WP</u>
Air Voids	0.5
Density	0.5

Individual Pay Factors for each air voids (PF_{air voids}) and density (PF_{density}) will be determined. PF_{air voids} will be multiplied by the total tonnage produced (i.e., from truck tickets), and PF_{density} will be multiplied by the calculated tonnage used to pave the mainline only (i.e., traffic lane excluding shoulder) as determined according to Appendix A.

The department will pay incentive for air voids under the following bid item:

ITEM NUMBER	DESCRIPTION	UNIT
460.2005	Incentive Density PWL HMA Pavement	DOL
460.2010	Incentive Air Voids HMA Pavement	DOL

The department will administer disincentives under the Disincentive Density HMA Pavement and the Disincentive Air Voids HMA Pavement administrative items.

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28. HMA Pavement Percent Within Limits (PWL) QMP.

A Description

This special provision describes percent within limits (PWL) pay determination, providing and maintaining a contractor Quality Control (QC) Program, department Quality Verification (QV) Program, required sampling and testing, dispute resolution, corrective action, pavement density, and payment for HMA pavements. Pay is determined by statistical analysis performed on contractor and department test results conducted according to the Quality Management Program (QMP) as specified in standard spec 460, except as modified below.

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B Materials

Conform to the requirements of standard spec 450, 455, and 460 except where superseded by this special provision. The department will allow only one mix design for each HMA mixture type per layer required for the contract, unless approved by the engineer. The use of more than one mix design for each HMA pavement layer will require the contractor to construct a new test strip according to HMA Pavement Percent Within Limits (PWL) QMP Test Strip Volumetrics and HMA Pavement Percent Within Limits (PWL) QMP Test Strip Density articles at no additional cost to the department.

Replace standard spec 460.2.8.2.1.3.1 Contracts with 5000 Tons of Mixture or Greater with the following:

460.2.8.2.1.3.1 Contracts under Percent within Limits

- (1) Furnish and maintain a laboratory at the plant site fully equipped for performing contractor QC testing. Have the laboratory on-site and operational before beginning mixture production.
- (2) Obtain random samples and perform tests according to this special provision and further defined in Appendix A: *Test Methods & Sampling for HMA PWL QMP Projects*. Obtain HMA mixture samples from trucks at the plant. For the sublot in which a QV sample is collected, discard the QC sample and test a split of the QV sample.
- (3) Perform sampling from the truck box according to WTM R97 and four-part splitting of HMA samples according to WTM R47. Sample size must be adequate to run the appropriate required tests in addition to one set of duplicate tests that may be required for dispute resolution (i.e., retained). This requires sample sizes which yield four splits for all random sampling per sublot. All QC samples shall provide the following: QC, QV, Retained, and Extra. Take possession of the QC and Extra split samples intended for QC testing. The department will observe the splitting and take possession of the QV and Retained split samples intended for QV testing. Additional sampling details are found in Appendix A. Label samples according to WTM R97.
- (4) Test the QC split sample using the test methods identified below at a frequency greater than or equal to that indicated. The Extra split sample shall be tested only when the Gmm and/or Gmb replicate tolerances are exceeded according to WTM T166 standard spec 13.1.4 and WTM T209 standard spec 14.1.1. When testing the Extra split sample, only the results from the test from which the tolerances were exceeded may replace the results from the QC split sample. The Rule of Retained according to CMM 836.1.2 applies.
 - Blended aggregate gradations according to WTM T30.
 - Asphalt content (AC) in percent.

Determine AC using one of the following methods:

- AC by ignition oven according to WTM T308. If the department is using an ignition oven to determine AC, conform to WTP H-003. If the department is not using an ignition oven to determine AC, IOCFs must still be reverified for any of the reasons listed in WTP H-003 Table 2 and conform to WTP H-003 standard spec 3.
- AC by chemical extraction according to AASHTO T 164 Method A or B.
- AC by automated extraction according to WTM D8159.
- Bulk specific gravity (Gmb) of the compacted mixture according to WTM T166.
- Maximum specific gravity (Gmm) according to WTM T209.
- Air voids (V_a) by calculation according to WTM T269.
- Voids in Mineral Aggregate (VMA) by calculation according to WTM R35 standard spec 9.2.
- (5) Lot size shall consist of 3,750 tons with sublots of 750 tons. Test each design mixture at a frequency of 1 test per 750 tons of mixture type produced and placed as part of the contract. Add a random sample for any fraction of 750 tons at the end of production for a specific mixture design. Partial lots with less than three sublot tests will be included into the previous lot for data analysis and pay adjustment. Volumetric lots will include all tonnage of mixture type under specified bid item unless otherwise specified in the plan.

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(6) Conduct field tensile strength ratio tests according to WTM T283 on each qualifying mixture according to CMM 836.6.14. Test each full 50,000-ton production increment, or fraction of an increment, after the first 5,000 tons of production. Perform required increment testing in the first week of production of that increment. If field tensile strength ratio values are below the spec limit, notify the engineer. The engineer and contractor will jointly determine a corrective action.

Delete standard spec 460.2.8.2.1.5 and 460.2.8.2.1.6.

Replace standard spec 460.2.8.2.1.7 Corrective Action with the following:

460.2.8.2.1.7 Corrective Action

(1) Material must conform to the following action and acceptance limits based on individual QC and QV test results (tolerances relative to the JMF used on the PWL Test Strip):

ITEM	ACTION LIMITS	ACCEPTANCE LIMITS
Percent passing given sieve:		
37.5-mm	+/- 8.0	
25.0-mm	+/- 8.0	
19.0-mm	+/- 7.5	
12.5-mm	+/- 7.5	
9.5-mm	+/- 7.5	
2.36-mm	+/- 7.0	
75-µm	+/- 3.0	
AC in percent	-0.3	-0.5
Va		- 1.5 & +2.0
VMA in percent ^[1]	- 0.5	-1.0

^[1] VMA limits based on minimum requirement for mix design nominal maximum aggregate size in table 460-1.

- (2) QV samples will be tested for Gmm, Gmb, and AC. Air voids and VMA will then be calculated using these test results.
- (3) Notify the engineer if any individual test result falls outside the action limits, investigate the cause and take corrective action to return to within action limits. If two consecutive test results fall outside the action limits, stop production. Production may not resume until approved by the engineer. Additional QV samples may be collected upon resuming production, at the discretion of the engineer.
- (4) For any additional non-random tests outside the random number testing conducted for volumetrics, the data collected will not be entered into PWL calculations. Additional QV tests must meet acceptance limits or be subject to production stop. If the department's non-random test does not conform to the acceptance limits, the retained sample will be tested by the BTS lab. If the BTS results also do not meet the acceptance limits, the material will be considered unacceptable as described in (5) below.
- (5) Remove and replace unacceptable material at no additional expense to the department. Unacceptable material is defined as any individual QC or QV tests results outside the acceptance limits or a PWL value < 50. For AC in percent, unacceptable material is defined as any individual QV test result outside of the acceptance limit. The engineer may allow such material to remain in place with a price reduction. The department will pay for such HMA Pavement allowed to remain in place at 50 percent of the contract unit price.</p>

Replace standard spec 460.2.8.3.1.2 Personnel Requirements with the following:

460.2.8.3.1.2 Personnel Requirements

- (1) The department will provide at least one HTCP-certified Transportation Materials Sampling (TMS) Technician, to observe QV sampling of HMA mixtures.
- (2) Under departmental observation, a contractor TMS technician shall collect and split samples.

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- (3) A department HTCP-certified Hot Mix Asphalt, Technician I, Production Tester (HMA-IPT) technician will ensure that all sampling is performed correctly and conduct testing, analyze test results, and report resulting data.
- (4) The department will make an organizational chart available to the contractor before mixture production begins. The organizational chart will include names, telephone numbers, and current certifications of all QV testing personnel. The department will update the chart with appropriate changes, as they become effective.

Replace standard spec 460.2.8.3.1.4 Department Verification Testing Requirements with the following:

460.2.8.3.1.4 Department Verification Testing Requirements

- HTCP-certified department personnel will obtain QV random samples by directly supervising HTCP-certified contractor personnel sampling from trucks at the plant. Sample size must be adequate to run the appropriate required tests in addition to one set of duplicate tests that may be required for dispute resolution (i.e., retained). This requires sample sizes which yield four splits for all random sampling per sublot. All QV samples shall furnish the following: QC, QV, Retained, and Extra. The department will observe the splitting and take possession of the QV, Retained, and Extra split samples intended for QV testing. The department will take possession of retained samples accumulated to date each day QV samples are collected. The department will retain samples until surpassing the analysis window of up to 5 lots, as defined in standard spec 460.2.8.3.1.7(2) of this special provision. Additional sampling details are found in Appendix A.
- (2) The department will verify product quality using the test methods specified here in standard spec 460.2.8.3.1.4(3). The department will identify test methods before construction starts and use only those methods during production of that material unless the engineer and contractor mutually agree otherwise.
- (3) The department will test the QV split sample using the test methods identified below at the frequency indicated. The Extra split sample will be tested only when the Gmm and/or Gmb replicate tolerances are exceeded according to WTM T166 standard spec 13.1.4 and WTM T209 standard spec 14.1.1. When testing the Extra split sample, only the results from the test from which the tolerances were exceeded may replace the results from the QV split sample. The Rule of Retained according to CMM 836.1.2 applies. In the event that both the department and contractor's replicate tolerances are exceeded, perform dispute resolution according to 460.2.8.3.1.7(2).
 - Bulk specific gravity (Gmb) of the compacted mixture according to WTM T166.
 - Maximum specific gravity (Gmm) according to WTM T209.
 - Air voids (Va) by calculation according to WTM T269.
 - Voids in Mineral Aggregate (VMA) by calculation according to WTM R35 standard spec 9.2.
 - Asphalt Content (AC) in percent determined by ignition oven method according to WTM T308 and conforming to WTP H-003, chemical extraction according to AASHTO T 164 Method A or B, or automated extraction according to WTM D8159.
- (4) The department will randomly test each design mixture at the minimum frequency of one test for each lot.

Delete standard spec 460.2.8.3.1.6.

Replace standard spec 460.2.8.3.1.7 Dispute Resolution with the following:

460.2.8.3.1.7 Data Analysis for Volumetrics

- (1) Analysis of test data for pay determination will be contingent upon QC and QV test results. Statistical analysis will be conducted on Gmm and Gmb test results for calculation of Va. If either Gmm or Gmb analysis results in non-comparable data as described in 460.2.8.3.1.7(2), subsequent testing will be performed for both parameters as detailed in the following paragraph.
- (t-test) of the QV test results with the QC test results. Additional comparisons incorporating the first 3 lots of data will be performed following completion of the 4th and 5th lots (i.e., lots 1-3, 1-4, and 1-5). A rolling window of 5 lots will be used to conduct F & t comparison for the remainder of the contract (i.e., lots 2-6, then lots 3-7, etc.), reporting comparison results for each individual lot. Analysis will use a set alpha value of 0.025. If the F- and t-tests report comparable data, the QC and QV data sets are

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determined to be statistically similar and QC data will be used to calculate the Va used in PWL and pay adjustment calculations. If the F- and t-tests result in non-comparable data, proceed to the *dispute resolution* steps found below. Note: if both QC and QV Va PWL result in a pay adjustment of 102% or greater, dispute resolution testing will not be conducted. Dispute resolution via further investigation is as follows:

- The Retained portion of the split from the lot in the analysis window with a QV test result furthest from the QV mean (not necessarily the sublot identifying that variances or means do not compare) will be referee tested for Gmm, Gmb, and Asphalt Content by the bureau's AASHTO accredited laboratory and certified personnel. All previous lots within the analysis window are subject to referee testing and regional lab testing as deemed necessary. Referee test results will replace the QV data of the sublot(s).
- [2] Statistical analysis will be conducted with referee test results replacing QV results.
 - If the F- and t-tests indicate variances and means compare, no further testing is required for the lot and QC data will be used for PWL and pay factor/adjustment calculations.
 - ii. If the F- and t-tests indicate non-comparable variances or means, the Retained portion of the random QC sample will be tested for Gmm, Gmb, and Asphalt Content by the department's regional lab for the remaining 4 sublots of the lot which the F- and t-tests indicate non-comparable datasets. The department's regional lab and the referee test results will be used for PWL and pay factor/adjustment calculations. Upon the second instance of non-comparable variance or means and for every instance thereafter, the department will assess a pay reduction for the additional testing of the remaining 4 sublots at \$2,000/lot under the HMA Regional Lab Testing administrative item.
- The contractor may choose to dispute the regional test results on a lot basis within 7 days after receiving the results from the region. In this event, the retained portion of each sublot will be referee tested by the department's AASHTO accredited laboratory and certified personnel. The referee Gmm and Gmb test results will supersede the regional lab results for the disputed lot.
 - i. If referee testing results in an increased calculated pay factor, the department will pay for the cost of the additional referee testing.
 - ii. If referee testing of a disputed lot results in an equal or lower calculated pay factor, the department will assess a pay reduction for the additional referee testing at \$2,000/lot under the Referee Testing administrative item.
- (3) The department will notify the contractor of the referee test results within 3 working days after receipt of the samples by the department's AASHTO accredited laboratory. The intent is to provide referee test results within 7 calendar days from completion of the lot.
- (4) The department will determine mixture conformance and acceptability by analyzing referee test results, reviewing mixture data, and inspecting the completed pavement according to the standard spec, this special provision, and accompanying Appendix A.
- (5) Unacceptable material (i.e., resulting in a PWL value less than 50 or individual QC or QV test results not meeting the Acceptance Requirements of 460.2.8.2.1.7 as modified herein) will be referee tested by the bureau's AASHTO accredited laboratory and certified personnel and those test results used for analysis. Such material may be subject to remove and replace, at the discretion of the engineer. If the engineer allows the material to remain in place, it will be paid at 50% of the HMA Pavement contract unit price. Replacement or pay adjustment will be conducted on a sublot basis. If an entire PWL sublot is removed and replaced, the test results of the newly placed material will replace the original data for the sublot. Any remove and replace shall be performed at no additional cost to the department. Testing of replaced material must include a minimum of one QV result. [Note: If the removed and replaced material does not result in replacement of original QV data, an additional QV test will be conducted and under such circumstances will be entered into the HMA PWL Production spreadsheet for data analysis and pay determination.] The quantity of material paid at 50% the contract unit price will be deducted from PWL pay adjustments, along with accompanying data of this material.

Delete standard spec 460.2.8.3.1.8 Corrective Action.

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C Construction

Replace standard spec 460.3.3.2 Pavement Density Determination with the following:

460.3.3.2 Pavement Density Determination

- (1) The engineer will determine the target maximum density using department procedures described in WTM T355 and CMM 815. The engineer will determine density as soon as practicable after compaction and before placement of subsequent layers or before opening to traffic.
- Do not re-roll compacted mixtures with deficient density test results. Do not operate continuously below the specified minimum density. Stop production, identify the source of the problem, and make corrections to produce work meeting the specification requirements.
- (3) A lot is defined as 7,500 lane feet with sublots of 1,500 lane feet (excluding shoulder, even if paved integrally) and placed within a single layer for each location and target maximum density category indicated in table 460-3. Complete three tests randomly per sublot and the department will randomly conduct one QV test per sublot. A partial quantity less than 750 lane feet will be included with the previous sublot. Partial lots with less than three sublots will be included in the previous lot for data analysis/acceptance and pay, by the engineer. If density lots/sublots are determined prior to construction of the test strip, any random locations within the test strip shall be omitted. Exclusions such as shoulders and appurtenances shall be tested and recorded according to WTM T355 and CMM 815. However, all acceptance testing of shoulders and appurtenances will be conducted by the department, and average lot (daily) densities must conform to standard spec Table 460-3 or else be subject to disincentives according to 460.5.2.2(5) herein. No density incentive will be applied to shoulders or appurtenances. Offsets will not be applied to nuclear density gauge readings for shoulders or appurtenances. Unacceptable shoulder material will be handled according to standard spec 460.3.3.1 and CMM 815.11.
- (4) The three QC locations per sublot represent the outside, middle, and inside of the paving lane. The QC density testing procedures are detailed in Appendix A.
- (5) QV nuclear testing will consist of one randomly selected location per sublot. The QV density testing procedures will be the same as the QC procedure at each testing location and are also detailed in Appendix A.
- (6) An HTCP-certified nuclear density technician (NUCDENSITYTEC-I) shall identify random locations and perform the testing for both the contractor and department. The responsible certified technician shall ensure that sample location and testing is performed correctly, analyze test results, and provide density results to the contractor weekly, or at the completion of each lot.
- (7) For any additional tests outside the random number testing conducted for density, the data collected will not be entered into PWL calculations. However, additional QV testing must meet the tolerances for material conformance as specified in the standard specification and this special provision. If additional density data identifies unacceptable material, proceed as specified in CMM 815.11.

Replace standard spec 460.3.3.3 Waiving Density Testing with Acceptance of Density Data with the following:

460.3.3.3 Analysis of Density Data

- (1) Analysis of test data for pay determination will be contingent upon test results from both the contractor (QC) and the department (QV).
- (2) As random density locations are paved, the data will be recorded in the HMA PWL Production Spreadsheet for analysis in chronological order. The engineer, upon completion of the first 3 lots, will compare the variances (F-test) and the means (t-test) of the QV test results with the QC test results. A rolling window of 3 lots will be used to conduct F & t comparison for the remainder of the contract (i.e., lots 2-4, then lots 3-5, etc.), reporting comparison results for each individual lot. Analysis will use a set alpha value of 0.025.
 - If the F- and t-tests indicate variances and means compare, the QC and QV data sets are determined to be statistically similar and QC data will be used for PWL and pay adjustment calculations.
 - ii. If the F- and t-tests indicate variances or means do not compare, the QV data will be used for subsequent calculations.

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- (3) The department will determine mixture density conformance and acceptability by analyzing test results, reviewing mixture data, and inspecting the completed pavement according to standard spec, this special provision, and accompanying Appendix A.
- (4) Density resulting in a PWL value less than 50 or not meeting the requirements of 460.3.3.1 (any individual density test result falling more than 3.0 percent below the minimum required target maximum density as specified in standard spec Table 460-3) is unacceptable and may be subject to remove and replace at no additional cost to the department, at the discretion of the engineer.
 - Replacement may be conducted on a sublot basis. If an entire PWL sublot is removed and replaced, the test results of the newly placed material will replace the original data for the sublot.
 - ii. Testing of replaced material must include a minimum of one QV result. [Note: If the removed and replaced material does not result in replacement of original QV data, an additional QV test must be conducted and under such circumstances will be entered into the data analysis and pay determination.]
 - iii. If the engineer allows such material to remain in place, it will be paid for at 50% of the HMA Pavement contract unit price. The extent of unacceptable material will be addressed as specified in CMM 815.11. The quantity of material paid at 50% the contract unit price will be deducted from PWL pay adjustments, along with accompanying data of this material.

D Measurement

The department will measure the HMA Pavement bid items acceptably completed by the ton, as specified in standard spec 450.4 and as follows in standard spec 460.5, as modified in this special provision.

E Payment

Replace standard spec 460.5.2 HMA Pavement with the following:

460.5.2 HMA Pavement

460.5.2.1 General

- (1) Payment for HMA Pavement Type LT, MT, and HT mixes is full compensation for providing HMA mixture designs; for preparing foundation; for furnishing, preparing, hauling, mixing, placing, and compacting mixture; for HMA PWL QMP testing and aggregate source testing; for warm mix asphalt additives or processes; for stabilizer, hydrated lime and liquid antistripping agent, if required; and for all materials including asphaltic materials.
- (2) If provided for in the plan quantities, the department will pay for a leveling layer, placed to correct irregularities in an existing paved surface before overlaying, under the pertinent paving bid item. Absent a plan quantity, the department will pay for a leveling layer as extra work.

460.5.2.2 Calculation of Pay Adjustment for HMA Pavement using PWL

(1) Pay adjustments will be calculated using 65 dollars per ton of HMA pavement. The HMA PWL Production Spreadsheet, including data, will be made available to the contractor by the department as soon as practicable upon completion of each lot. The department will pay for measured quantities of mix based on this price multiplied by the following pay adjustment calculated according to the HMA PWL Production Spreadsheet:

PAY FACTOR FOR HMA PAVEMENT AIR VOIDS & DENSITY

PERCENT WITHIN LIMITS
 PAYMENT FACTOR, PF

 (PWL)
 (percent of \$65/ton)

$$\geq$$
 90 to 100
 PF = ((PWL - 90) * 0.4) + 100

 \geq 50 to < 90
 (PWL * 0.5) + 55

 $<$ 50
 50%[1]

where PF is calculated per air voids and density, denoted PF_{air voids} & PF_{density}.

Any material resulting in PWL value less than 50 shall be removed and replaced unless the engineer allows such material to remain in place. In the event the material remains in place, it will be paid at 50% of the contract unit price of HMA pavement.

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- (2) For air voids, PWL values will be calculated using lower and upper specification limits of 2.0 and 4.3 percent, respectively. Lower specification limits for density shall be according to standard spec Table 460-3.
- (3) Pay adjustment will be determined on a lot basis and will be computed as shown in the following equation:

Pay Adjustment =
$$(PF-100)/100 \times (WP) \times (tonnage) \times (\$65/ton)^*$$

*Note: If Pay Factor = 50%, the contract unit price will be used in lieu of \$65/ton and the weighted percentage (WP) will equal 1.0.

The following weighted percentage (WP) values will be used for the corresponding parameter:

<u>Parameter</u>	<u>WP</u>
Air Voids	0.5
Density	0.5

- (4) Individual Pay Factors for each air voids (PF_{air voids}) and density (PF_{density}) will be determined. PF_{air voids} will be multiplied by the total tonnage placed (i.e., from truck tickets), and PF_{density} will be multiplied by the calculated tonnage used to pave the mainline only (i.e., travel lane excluding shoulder) as determined according to Appendix A.
- (5) Pay adjustment for shoulders and appurtenances accepted by department testing will be determined on a lot basis. If the lot density is less than the specified minimum in table 460-3, the department will reduce pay based on the contract unit price for the HMA pavement bid item for that lot as follows:

DISINCENTIVE PAY REDUCTION FOR HMA PAVEMENT DENSITY

PERCENT LOT DENSITY	PAYMENT FACTOR
BELOW SPECIFIED MINIMUM	(percent of contract price)
From 0.5 to 1.0 inclusive	98
From 1.1 to 1.5 inclusive	95
From 1.6 to 2.0 inclusive	91
From 2.1 to 2.5 inclusive	85
From 2.6 to 3.0 inclusive	70
More than 3.0 ^[1]	

^[1] Remove and replace the lot with a mixture at the specified density. When acceptably replaced, the department will pay for the replaced work at the contract unit price. Alternatively, the engineer may allow the nonconforming material to remain in place with a 50 percent payment factor.

(6) The department will pay incentive for air voids and density under the following bid items:

ITEM NUMBER	DESCRIPTION	UNIT
460.2005	Incentive Density PWL HMA Pavement	DOL
460.2010	Incentive Air Voids HMA Pavement	DOL

The department will administer disincentives under the Disincentive Density HMA Pavement and the Disincentive Air Voids HMA Pavement administrative items.

The department will administer a disincentive under the Disincentive HMA Binder Content administrative item for each individual QV test result indicating asphalt binder content below the Action Limit in 460.2.8.2.1.7 presented herein. The department will adjust pay per sublot of mix at 65 dollars per ton of HMA pavement multiplied by the following pay adjustment calculated according to the HMA PWL Production Spreadsheet:

AC Binder Relative to JMF	Pay Adjustment / Sublot
-0.4% to -0.5%	75% ^[1]
More than -0.5%	50%[1][2]

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- [1] Any material resulting in an asphalt binder content more than 0.3% below the JMF AC content will be referee tested by the department's AASHTO accredited laboratory and HTCP certified personnel using automated extraction according to automated extraction according to WTM D8159.
- [2] Any material resulting in an asphalt binder content more than 0.5% below the JMF AC content shall be removed and replaced unless the engineer allows such material to remain in place. In the event the material remains in place, it will be paid at 50% of the contract unit price of HMA pavement.

Note: PWL value determination is further detailed in the PWL Production Spreadsheet Instructions located in the *Project Info & Instructions* tab of the HMA PWL Production spreadsheet. stp-460-050 (20240105)

29. Appendix A.

Test Methods & Sampling for HMA PWL QMP Projects

The following procedures are included with the HMA Pavement Percent Within Limits (PWL) Quality Management Program (QMP) special provision:

- WisDOT Procedure for Nuclear Gauge/Core Correlation Test Strip
- WisDOT Test Method for HMA PWL QMP Density Measurements for Main Production
- Sampling for WisDOT HMA PWL QMP
- Calculation of PWL Mainline Tonnage Example

WisDOT Procedure for Nuclear Gauge/Core Correlation - Test Strip

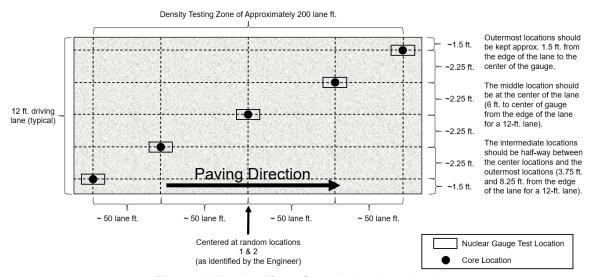


Figure 1: Nuclear/Core Correlation Location Layout

The engineer will identify two zones in which gauge/core correlation is to be performed. These two zones will be randomly selected within each *half* of the test strip length. (Note: Density zones shall not overlap and must have a minimum of 100 feet between the two zones; therefore, random numbers may be shifted (evenly) in order to meet these criteria.) Each zone shall consist of five locations across the mat as identified in Figure 1. The following shall be determined at each of the five locations within both zones:

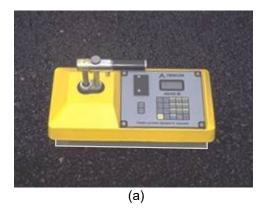
- two one-minute nuclear density gauge readings for QC team*
- two one-minute nuclear density gauge readings for QV team*
- pavement core sample

*If the two readings exceed 1.0 pcf of one another, a third reading is conducted in the same orientation as the first reading. In this event, all three readings are averaged, the individual test reading of the three which falls farthest from the average value is discarded, and the average of the remaining two values is used to represent the location for the gauge.

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The zones are supposed to be undisclosed to the contractor/roller operators. The engineer will not lay out density/core test sites until rolling is completed and the cold/finish roller is beyond the entirety of the zone. Sites are staggered across the 12-foot travel lane, and do not include shoulders. The outermost locations shall be 1.5-feet from the center of the gauge to the edge of the lane. [NOTE: This staggered layout is only applicable to the test strip. All mainline density locations after test strip shall have a longitudinal and transverse random number to determine the location as detailed in the *WisDOT Test Method for HMA PWL QMP Density Measurements for Main Production standard spec* of this document.]

The nuclear site is the same for QC and QV readings for the test strip, i.e., the QC and QV teams are to take nuclear density gauge readings in the same footprint. Each of the QC and QV teams are to take a minimum of two one-minute readings per nuclear site, with the gauge rotated 180 degrees between readings, as seen here:



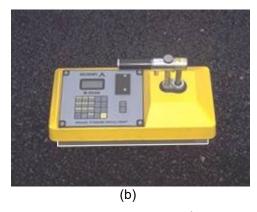


Figure 2: Nuclear Gauge Orientation for (a) 1st One-Minute Reading and (b) 2nd One-Minute Reading

Take photos of each of the 10 core/gauge locations of the test strip. Include gauge readings (pcf) and a labelled core within the gauge footprint. If a third reading is needed, record and document all three readings. Only raw readings in pcf shall be written on the pavement during the test strip, with a corresponding gauge ID/SN (generalized as QC-1 through QV-2 in the following Figure) in the following format:



Figure 3: Layout of Raw Gauge Readings as Recorded on the Pavement

Take each core from the center of the gauge footprint and correlate each gauge with the laboratory-measured bulk specific gravities of the pavement cores. One core in good condition must be obtained from each of the 10 locations. If a core is damaged at the time of extracting from the pavement, a replacement core should be taken immediately adjacent to the damaged core, i.e., from the same footprint. If a core is damaged during transport, it shall be recorded as damaged and excluded from the correlation. Coring after traffic is on the pavement shall be avoided. The contractor shall be responsible for coring of the pavement. Coring and filling of core holes must be approved by the engineer. The QV team is responsible for the labeling and safe transport of the cores from the field to the QC laboratory. Conduct core density testing with a witness by department personnel. Dry the cores following testing. The department will take possession of cores following initial testing and is responsible for any verification testing.

Each core 100 or 150 mm (4 or 6 inches) in diameter will be taken at locations as identified in Figure 1. Each random core will be full thickness of the layer being placed. Thoroughly dry cores obtained from the mat according to WTM R79 prior to using specimens for in-place density determination according to WTM T166.

Cut cores by the next day after completion of the test strip, except if the next day is not a working day, then cut within 48 hours of placement. Cores are cut under department/project staff observation. Relabel each core immediately after extruding or ensure that labels applied to pavement prior to cutting remain

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legible. The layer interface should also be marked immediately following extrusion. Cores should be cut at this interface, using a wet saw, to allow for density measurement of only the most recently placed layer. Cores should be protected from excessive temperatures such as direct sunlight. Also, there should be department custody (both in transport and storage) for the cores until they are tested whether that be immediately after the test strip or the subsequent day if agreed upon between department and contractor. Use of concrete cylinder molds works well to transport cores. Cores should be placed upside down (flat surface to bottom of cylinder mold) in the molds, one core per mold, cylinder molds stored upright, and ideally transported in a cooler. Avoid any stacking of pavement cores.

Fill all core holes with non-shrink rapid-hardening grout, mortar, or concrete, or with HMA. When using grout, mortar, or concrete, remove all water from the core holes prior to filling. Mix the mortar or concrete in a separate container prior to placement in the hole. If HMA is used, fill all core holes with hot-mix matching the same day's production mix type at same day compaction temperature +/- 20 F. Dry the core holes and coat with tack before filling, filled with a top layer no thicker than 2.25 inches, lower layers not to exceed 4 inches, and compacted with a Marshall hammer or similar tamping device using approximately 50 blows per layer. The finished surface shall be flush with the pavement surface. Any deviation in the surface of the filled core holes greater than ½ inch at the time of final inspection will require removal of the fill material to the depth of the layer thickness and replacement.

WisDOT Test Method for HMA PWL QMP Density Measurements for Main Production

For nuclear density testing of the pavement beyond the test strip, QC tests shall be completed at three locations per sublot, with a sublot defined as 1,500 lane feet. The three locations shall represent the outside, middle, and inside of the paving lane (i.e., the lane width will be divided into thirds as shown by the dashed longitudinal lines in Figure 3 and random numbers shall be used to identify the specific transverse location within each third determined by WTM D3665). Longitudinal locations within each sublot shall be determined with 3 independent random numbers determined by WTM D3665. The PWL Density measurements do not include the shoulder and other appurtenances. Such areas are tested by the department and are not eligible for density incentive but are subject to disincentive according to 460.5.2.2(5) of the HMA PWL QMP article. Measure each location with two one-minute gauge readings oriented 180 degrees from one another, in the same footprint as detailed in Figure 2 above. Each location requires a minimum of two readings per gauge. The density gauge orientation for the first test shall be with the source rod towards the direction of paving. QV nuclear testing will consist of one randomly selected location per sublot. The QV is also comprised of two one-minute readings oriented 180 degrees from one another. For both QC and QV test locations, if the two readings exceed 1.0 pcf of one another, a third reading shall be conducted in the same orientation as the first reading. In this event, all three readings are averaged, the individual test reading of the three which falls farthest from the average value is discarded, and the average of the remaining two values is used to represent the location for the gauge. The sublot density testing layout is depicted in Figure 4, with QC test locations shown as solid black boxes and QV test locations shown as dashed red boxes.

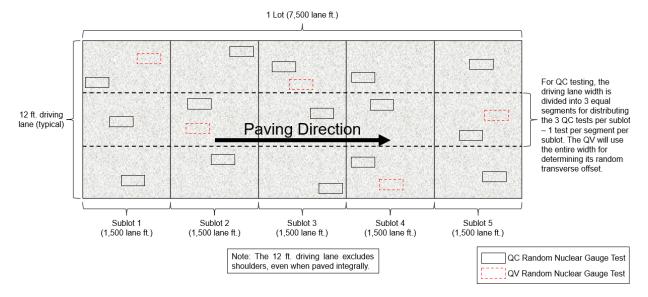


Figure 4: Example Layout of Mainline HMA Nuclear Density Tests

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Raw nuclear density data must be shared by both parties at the end of each shift. Paving may be delayed if the raw data is not shared in a timely manner. QC and QV nuclear density gauge readings will be statistically analyzed according to standard spec 460.3.3.3 of the HMA PWL QMP article. (Note: For density data, if F- and t-tests compare, QC data will be used for the subsequent calculations of PWL value and pay determination. However, if an F- or t-test does not compare, the QV data will be used in subsequent calculations.)

Investigative cores will be allowed on the approaching side of traffic outside of the footprint locations. Results shall be shared with the department.

The QV density technician is expected to be onsite within 1 hour of the start of paving operations and should remain on-site until all paving is completed. Perform footprint testing as soon as both the QC and QV nuclear density technician are onsite and a minimum of once per day to ensure the gauges are not drifting apart during a project. Footprint testing compares the density readings of two gauges at the same testing location and can be done at any randomly selected location on the project. Both teams are encouraged to conduct footprint testing as often as they feel necessary. Footprint testing does not need to be performed at the same time. At project start-up, the QV should footprint the first 10 QC locations. Individual density tests less than 0.5% above the lower limit should be communicated to the other party and be footprint tested. Each gauge conducts 2 to 3 1-minute tests according to WTM T355 and the final results from each gauge are compared for the location. If the difference between the QC and QV gauges exceeds 1.0 pcf (0.7 percent) for an average of 10 locations, investigate the cause, check gauge moisture and density standards and perform additional footprint testing. If the cause of the difference between gauge readings cannot be identified, the regional HMA Coordinator will consult the RSO, the regional PWL representative and the BTS HMA unit to determine necessary actions. If it is agreed that there is a gauge comparison issue, perform one of the following two options:

New Gauge Combination

- All 4 gauges used on the test strip must footprint 10 locations on the pavement. Pavement placed on a previous day may be used.
- The results of the footprint testing will be analyzed to see if a better combination of acceptable gauges is available.
- If a better combination is found, those gauges should be used moving forward.
- If a better combination cannot be found, a new gauge correlation must be performed. (see below)

Re-correlation of Gauges

- Follow all test strip procedures regarding correlating gauges except the following:
- The 10 locations can be QC or QV random locations.
- The locations used may have been paved on a previous day.
- Retesting with gauges must be done immediately prior to coring.
- New gauge offsets will be used for that day's paving and subsequent paving days. New gauge offsets will not be used to recalculate density results from prior days.

Density Dispute Resolution Procedure

Density results may be disputed by the contractor on a lot-by-lot basis if one of the following criteria is met:

- The lot average for either QC or QV is below the lower specification limit.
- The lot average for QC is different from the lot average for QV by more than 0.5%.
- The lot is in disincentive.

In lieu of using density gauges for acceptance of the lot, the lot will be cored in the QV locations. The results of the cores from the entire lot will be entered in the spreadsheet and used for payment. If the pay factor increases, the contractor will only receive the additional difference in payment for the disputed lot. If the pay factor does not increase, the department will assess the contractor \$2,000 for the costs of additional testing.

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Notify the engineer in writing before dispute resolution coring. Immediately prior to coring, QC and QV will test the locations with nuclear density gauges.

Under the direct observation of the engineer, cut 100 or 150 mm (4 or 6 inch) diameter cores. Cut cores by the next day after completion of the lot, except if the next day is not a working day, then cut within 48 hours of placement. Prepare cores and determine density according to WTM T166. Dry cores after testing. Fill core holes according to Appendix A and obtain engineer approval before opening to traffic. The department will maintain custody of cores throughout the entire sampling and testing process. The department will label cores, transport cores to testing facilities, witness testing, store dried cores, and provide subsequent verification testing. If a core is damaged at the time of coring, immediately take a replacement core 1 foot ahead of the existing testing location in the direction of traffic at the same offset as the damaged core. If a core is damaged during transport, record it as damaged and notify the engineer immediately.

Sampling for WisDOT HMA PWL QMP Production

Sampling of HMA mix for QC, QV, Retained, and Extra split samples shall conform to WTM R97 and WTM R47.

Sampling Hot Mix Asphalt

At the beginning of the contract, determine the anticipated tonnage to be produced. The frequency of sampling is 1 per 750 tons (sublot) for QC and Retained Samples and 1 per 3,750 tons (lot or 5 sublots) for QV as defined by the HMA PWL QMP article. A test sample is obtained randomly from each sublot. Each random sample shall be collected at the plant according to WTM R97. Submit the random numbers for all mix sampling to the department before production begins.

Example 1

Expected production for a contract is 12,400 tons. The number of required samples is determined based on this expected production (per HMA PWL QMP SPV) and is determined by the random sample calculation.

The approximate location of each sample within the prescribed sublots is determined by selecting random numbers using WTM D3665. The random numbers selected are used in determining when a sample is to be taken and will be multiplied by the sublot tonnage. This number will then be added to the final tonnage of the previous sublot to yield the approximate cumulative tonnage of when each sample is to be taken.

To allow for plant start-up variability, the procedure calls for the first random sample to be taken at 50 tons or greater per production day (not intended to be taken in the first two truckloads). Random samples calculated for 0-50 ton shall be taken in the next truck (51-75 ton).

This procedure is to be used for any number of samples per contract.

If the production is less than the final randomly generated sample tonnage, then the random sample is to be collected from the remaining portion of that sublot of production. If the randomly generated sample is calculated to be within the first 0-50 tons of the subsequent day of production, it shall be taken in the next truck. Add a random sample for any fraction of 750 tons at the end of the contract. Lot size will consist of 3750 tons with sublots of 750 tons. Partial lots with less than three sublot tests will be included into the previous lot, by the engineer.

It is intended that the plant operator is not advised ahead of time when samples are to be taken.

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If belt samples are used during troubleshooting, the blended aggregate will be obtained when the mixture production tonnage reaches approximately the sample tonnage. For plants with storage silos, this could be up to 60 minutes in advance of the mixture sample that's taken when the required tonnage is shipped from the plant.

Collect QC, QV, Retained, and Extra split samples for all test strip and production mixture testing using a four-part splitting procedure according to WTM R47.

Calculation of PWL Mainline Tonnage Example

A mill and overlay project in being constructed with a 12-foot travel lane and an integrally paved 3-foot shoulder. The layer thickness is 2 inches for the full width of paving. Calculate the tonnage in each sublot eligible for density incentive or disincentive.

Solution:

$$\frac{1500 ft \times 12 ft}{9 sf/sy} \times \frac{2 in \times 112 lb/sy/in}{2000 lb/ton} = 224 tons$$

stp-460-055 (20240105)

30. HMA Pavement Longitudinal Joint Density.

A Description

This special provision incorporates longitudinal joint density requirements into the contract and describes the data collection, acceptance, and procedure used for determination of pay adjustments for HMA pavement longitudinal joint density. Pay adjustments will be made on a linear foot basis, as applicable per pavement layer and paving lane. Applicable longitudinal joints are defined as those between any two or more traffic lanes including full-width passing lanes, turn lanes, or auxiliary lanes more than 1,500 lane feet, and those lanes must also include the 460.2005 Incentive Density PWL HMA Pavement bid item. This excludes any joint with one side defined as a shoulder and ramp lanes of any length. If echelon paving is required in the contract, the longitudinal joint density specification shall not apply for those joints. Longitudinal joints placed during a test strip will be tested for information only to help ensure the roller pattern will provide adequate longitudinal joint density during production. Longitudinal joint density test results collected during a test strip are not eligible for pay adjustment.

Pay is determined according to standard spec 460, HMA Pavement Percent Within Limits QMP special provisions, and as modified within.

B Materials

Compact all applicable HMA longitudinal joints to the appropriate density based on the layer, confinement, and mixture type shown in Table B-1.

TABLE B-1 MINIMUM REQUIRED LONGITUDINAL JOINT DENSITY

	Percent of Target Maximum Density			
Layer	Unconfined		Confined	
	LT and MT	нт	LT and MT	HT
Lower (on crushed/recycled base)	88	89	89.5	90.5
Lower (on Concrete/HMA)	90[1]	90[1]	91.5 ^[1]	91.5 ^[1]
Upper	90	90	91.5	91.5

^[1] Minimum reduced by 1.0 percent for a 1.25-inch-thick No. 5 mix lower layer constructed on a paved or milled surface.

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C Construction

Add the following to standard spec 460.3.3.2:

- (5) Establish companion QC and QV density locations for each applicable joint. Each companion location shares longitudinal stationing with the respective QC or QV mainline density location within each sublot and is located transversely with the center of the gauge 6-inches from the final joint edge of the paving area. Sublot and lot numbering remains the same as mainline densities, however, in addition to conventional naming, joint identification must clearly indicate "M" for inside/median side of lane or "O" for outside shoulder side of lane, as well as "U" for an unconfined joint or "C" for a confined joint (e.g., XXXXX-MC or XXXXXX-OU).
- (6) Each joint shall be measured, reported, and accepted under methods, testing times, and procedures consistent with the program employed for mainline density, i.e., PWL.
- (7) For single nuclear density test results greater than 3.0% below specified minimums per Table B-1 herein, perform the following:
 - a) Testing at 50-foot increments both ahead and behind the unacceptable site.
 - b) Continued 50-foot incremental testing until test values indicate higher than or equal to -3.0 percent from target joint density.
 - c) Materials within the incremental testing indicating lower than -3.0 percent from target joint density are defined as unacceptable and will be handled with remedial action as defined in the payment standard spec of this document.
 - d) The remaining sublot average (exclusive of unacceptable material) will be determined by the first forward and backward 50-foot incremental tests that reach the criteria of higher than or equal to -3.0 percent from target joint density.

Note: If the 50-foot testing extends into a previously accepted sublot, remedial action is required up to and inclusive of such material; however, the results of remedial action must not be used to recalculate the previously accepted sublot density. When this occurs, the lane feet of any unacceptable material will be deducted from the sublot in which it is located, and the previously accepted sublot density will be used to calculate pay for the remainder of the sublot.

- (8) Joint density measurements shall be kept separate from all other density measurements and entered as an individual data set into Atwood Systems.
- (9) Placement and removal of excess material outside of the final joint edge, to increase joint density at the longitudinal joint nuclear testing location, shall be done at the contractor's discretion and cost. This excess material and related labor will be considered waste and will not be paid for by the department. Joints with excess material placed outside of the final joint edge to increase joint density or where a notched wedge is used will be considered unconfined joints.
- (10) When not required by the contract, echelon paving may be performed at the contractor's discretion to increase longitudinal joint density and still remain eligible to earn incentive. The additional costs incurred related to echelon paving will not be paid for by the department. If lanes are paved in echelon, the contractor may choose to use a longitudinal vertical joint or notched wedge longitudinal joint as described in SDD 13c19. Lanes paved in echelon shall be considered confined on both sides of the joint regardless of the selected joint design. The joint between echelon paved lanes shall be placed at the centerline or along lane lines.
- (11) When performing inlay paving below the elevation of the adjacent lane, the longitudinal joint along the adjacent lane to be paved shall be considered unconfined.

D Measurement

(1) The department will measure each side of applicable longitudinal joints, as defined in standard spec A of this special provision, by the linear foot of pavement, acceptably placed. Measurement will be conducted independently for the inside or median side and for the outside or shoulder side of paving lanes with two applicable longitudinal joints. Each paving layer will be measured independently at the time the mat is placed.

E Payment

Add the following as 460.5.2.4 Pay Adjustment for HMA Pavement Longitudinal Joint Density:

(1) The department will administer longitudinal joint density adjustments under the Incentive Density HMA Pavement Longitudinal Joints and Disincentive Density HMA Pavement Longitudinal Joints items. The department will adjust pay based on density relative to the specified targets in standard spec B of this special provision, and linear foot of the HMA Pavement bid item for that sublot as follows:

PAY ADJUSTMENT FOR HMA PAVEMENT LONGITUDINAL JOINT DENSITY

PERCENT SUBLOT DENSITY

PAY ADJUSTMENT PER LINEAR FOOT

ABOVE/BELOW SPECIFIED MINIMUM

Equal to or greater than +1.0 confined, +2.0 unconfined	\$0.20
From 0.0 to +0.9 confined, 0.0 to +1.9 unconfined	\$0
From -0.1 to -1.0	\$(0.20)
From -1.1 to -2.0	\$(0.40)
From -2.1 to -3.0	\$(0.80)
More than -3.0	REMEDIAL ACTION [1]

[1] Remedial action must be approved by the engineer and agreed upon at the time of the pre-pave meeting and may include partial sublots as determined and defined in 460.3.3.2(7) of this document. If unacceptable material is removed and replaced per guidance by the engineer, the removal and replacement will be for the full lane width of the side of which the joint was constructed with unacceptable material.

- (2) The department will not assess joint density disincentives for pavement placed in cold weather because of a department-caused delay as specified in standard spec 450.5.2(3).
- (3) The department will not pay incentive on the longitudinal joint density if the traffic lane is in disincentive A disincentive may be applied for each mainline lane and all joint densities if both qualify for a pay reduction.
- (4) Inlay paving operations will limit payment for additional material to 2 inches wider than the final paving lane width at the centerline.

The department will pay incentive for longitudinal joint density under the following bid items:

ITEM NUMBERDESCRIPTIONUNIT460.2007Incentive Density HMA Pavement Longitudinal JointsDOL

The department will administer disincentives under the Disincentive Density HMA Pavement Longitudinal Joints administrative item.

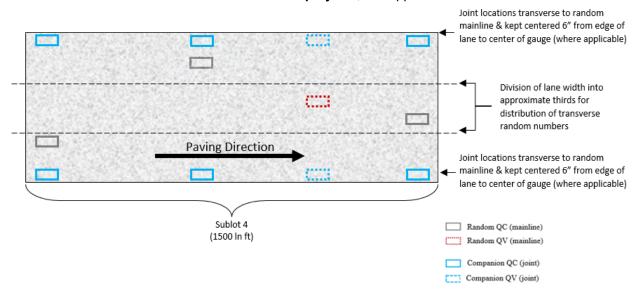
Appendix

WisDOT Longitudinal Joint - Nuclear Gauge Density Layout

Each QC and QV density location must have a companion density location at any applicable joint. This companion location must share longitudinal stationing with each QC or QV density location and be located transversely with the center of the gauge 6-inches from the final joint edge of the paving area.

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For HMA Pavement Percent Within Limits QMP projects, this appears as follows:



Further Explanation of PAY ADJUSTMENT FOR HMA PAVEMENT LONGITUDINAL JOINT DENSITY Table

	Confined				
	Lower Layer (On Base)		Upper Layer		
	LT/MT	HT	LT/MT	HT	Pay Adjust
Mainline Target (SS 460-3)	91.0	92.0	93.0	93.0	-
Confined Target (mainline - 1.5)	89.5	90.5	91.5	91.5	-
Equal to or greater than +1.0	<u>≥</u> 90.5	<u>></u> 91.5	<u>></u> 92.5	<u>></u> 92.5	\$0.20
From 0.0 to +0.9	90.4 - 89.5	91.4 - 90.5	92.4 - 91.5	92.4 - 91.5	\$0
From -0.1 to -1.0	89.4 - 88.5	90.4 - 89.5	91.4 - 90.5	91.4 - 90.5	(\$0.20)
From -1.1 to -2.0	88.4 - 87.5	89.4 - 88.5	90.4 - 89.5	90.4 - 89.5	(\$0.40)
From -2.1 to -3.0	87.4 - 86.5	88.4 - 87.5	89.4 - 88.5	89.4 - 88.5	(\$0.80)
More than -3.0	< 86.5	< 87.5	< 88.5	< 88.5	REMEDIAL ACTION

	Unconfined				
	Lower Layer (On Base)		Upper Layer		
	LT/MT	HT	LT/MT	HT	Pay Adjust
Mainline Target (SS 460-3)	91.0	92.0	93.0	93.0	-
Unconfined Target (Mainline -3.0)	88.0	89.0	90.0	90.0	-
Equal to or greater than +2.0	<u>≥</u> 90.0	<u>></u> 91.0	<u>≥</u> 92.0	<u>></u> 92.0	\$0.20
From 0.0 to +1.9	89.9 - 88.0	90.9 - 89.0	91.9 - 90.0	91.9 - 90.0	\$0
From -0.1 to -1.0	87.9 - 87.0	88.9 - 88.0	89.9 - 89.0	89.9 - 89.0	(\$0.20)
From -1.1 to -2.0	86.9 - 86.0	87.9 - 87.0	88.9 - 88.0	88.9 - 88.0	(\$0.40)
From -2.1 to -3.0	85.9 - 85.0	86.9 - 86.0	87.9 - 87.0	87.9 - 87.0	(\$0.80)
More than -3.0	< 85.0	< 86.0	< 87.0	< 87.0	REMEDIAL ACTION

stp-460-075 (20240105)

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31. Sawing Pavement Deck Preparation Areas, Item 509.0310.S.

A Description

This special provision describes sawing around deteriorated areas requiring deck repairs under the Preparation Decks bid items on decks receiving asphalt or polymer overlays and for deck repairs that will not receive an overlay.

B (Vacant)

C Construction

The department will sound and mark areas of deteriorated concrete that require deck preparation. The engineer may identify and mark additional areas as the work is being performed.

Wet cut a minimum of 1 inch deep and at least 2 inches outside of the marked areas. Bound each marked area by providing cuts aligned parallel and perpendicular to the deck centerline.

Remove sawing sludge after completing each area. Do not allow sludge or resulting residue to enter a live lane of traffic, storm sewer, stream, lake, reservoir, marsh, or wetland. Dispose of sludge at an acceptable material disposal site located off the project limits or, if the engineer allows, within the project limits.

D Measurement

The department will measure Sawing Pavement Deck Preparation Areas by the linear foot, acceptably completed, measured as the total linear feet of bounding cuts.

The department will not measure for payment over-cuts or cuts made beyond what is required to bound engineer-marked deterioration limits.

E Payment

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

ITEM NUMBER

DESCRIPTION

UNIT

509.0310.S

Sawing Pavement Deck Preparation Areas

LF

Payment is full compensation for making all saw cuts; and for debris disposal.

stp-509-070 (20180628)

32. Concrete Masonry Deck Repair, Item 509.2100.S.

A Description

This special provision describes providing concrete masonry on the sawed deck preparation areas of the concrete bridge deck and in full depth deck, curb, and joint repair areas. Conform to standard spec 502 and standard spec 509.

B Materials

B.1 Neat Cement

Furnish a neat cement bonding grout. Mix the neat cement in a water-cement ratio approximately equal to 5 gallons of water per 94 pounds of cement.

B.2 Concrete

Furnish grade C or E concrete conforming to standard spec 501 for deck preparation, full-depth deck repair, curb repair and joint repair areas except as follows:

- 1. The contractor may increase slump of grade E concrete to 3 inches.
- 2. The contractor may use ready-mixed concrete.

Provide QMP for class II ancillary concrete as specified in standard spec 716.

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C Construction

C.1 Neat Cement

Immediately before placing the concrete deck patching, coat the prepared surfaces with a neat cement mixture. Ensure the prepared concrete surfaces are moist without any standing water before coating with the neat cement mixture. Brush the neat cement mixture over the prepared concrete surfaces to ensure that all parts receive an even coating, and do not allow excess neat cement to collect in pockets. Apply the neat cement at a rate that ensures the cement does not dry out before being covered with the new concrete.

C.2 Placing Concrete

Place concrete conforming to standard spec 509. As determined by the engineer, consolidate smaller areas by internal vibration, strike them off, and finish the areas with hand floats to produce plane surfaces that conform to the grade and elevation of the adjoining surfaces. Give all deck patching areas a final hand float finish.

C.3 Curing Concrete

Cure the concrete masonry deck patching conforming to standard spec 502.2.6(1).

D Measurement

The department will measure Concrete Masonry Deck Repair by the cubic yard, acceptably completed.

The department will measure concrete used in deck preparation areas and in full depth deck, curb, and joint repair as part of the Concrete Masonry Deck Repair bid item.

The department will not measure wasted concrete.

E Payment

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

ITEM NUMBER

DESCRIPTION

UNIT

509.2100.S

Concrete Masonry Deck Repair

CY

Payment is full compensation for furnishing, hauling, preparing, placing, finishing, curing, and protecting all materials.

stp-509-060 (20210708)

33. Cleaning Parapets, Item 509.9050.S.

A Description

This special provision describes cleaning the inside faces and top surface of the concrete parapet as the plans show and as the engineer directs.

B (Vacant)

C Construction

C.1 Blast Cleaning Operation

Blast clean the inside face and top surface of the concrete parapet according to SSPC SP-13 and ASTM D4259 for an abrasive blast cleaning to a surface roughness and finish as the engineer directs. Before abrasive blast cleaning operations are to begin for the entire bridge parapet, prepare a representative trial area on the parapet concrete surface, and have the method of blast cleaning approved by the engineer.

C.2 Water Cleaning Operation

After abrasive blast cleaning operations are completed, clean the prepared parapet surface with water according to ASTM D4258. Remove with this water cleaning all dust and loose material from the parapet inside face and top that is to be coated with pigmented surface sealer. Provide an adequate drying time of the parapet inside face and top surface of at least 24 hours before coating with the pigmented surface sealer. Remove all loose concrete, dirt, dust, or blast material that remains on the bridge deck, as the engineer directs.

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D Measurement

The department will measure Cleaning Parapets in length by the linear foot of parapet, acceptably cleaned.

E Payment

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

ITEM NUMBER DESCRIPTION UNIT 509.9050.S Cleaning Parapets LF

Payment is full compensation for abrasive blast cleaning; for water cleaning; and for all additional clean up of the concrete surface and surrounding bridge deck area.

stp-509-050 (20151210)

34. Structure Repainting General.

A General

A.1 Inspection

On all structures in this contract, notify the engineer of any missing or broken bolts or nuts, any missing or broken rivets, or of any cracks or flaws in the steel members while cleaning or painting.

A.2 Date Painted

At the completion of all painting work, stencil in black paint or contrasting color paint the date of painting the bridge. The numbers shall be 3 inches (75 mm) in height and shall show the month and year in which the painting was completed: e.g., 11-95 (November 1995). On each bridge painted, stencil the date at two locations. On truss bridges, stencil the date on the cover plates of end posts near and above the top of the railings at the oncoming traffic end. On steel girder bridges, stencil the date on the inside of the outside stringers at the abutments. The date on grade separation bridges shall be readable when going under the structure or at some equally visible surface near the ends of the bridge, as designated by the engineer.

A.3 Graffiti Removal

Remove any graffiti on concrete abutments, piers, pier caps, parapet railings, slope paving or any other location at the direction of the engineer. Use a brush sandblast to remove graffiti.

The above work will not be measured and paid for separately but will be considered incidental to other items in the contract.

B (Vacant)

C Construction

C.1 Repainting Methods

Do not perform blasting, cleaning and painting on days of high winds. Prevailing winds in excess of 15 mph (25 km/hr) shall be considered high winds.

Place the final field coat of paint on the exterior of the exterior beams as a continuous painting operation. Stop at splices, vertical stiffeners or other appropriate locations so that lap marks are not evident or noticeable.

Completely clean and remove spent abrasive and other waste materials resulting from the contractor's operation from bridge deck surfaces, gutter lines, drains, curbs, bridge seats, pier caps, slope paving, roadway below, and all structural members and assemblies.

C.2 Inspection

stp-517-005 (20150630)

Add the following to standard spec 105.9:

Furnish, erect and move scaffolding and other equipment to allow the inspector to closely observe all affected surfaces. The scaffolding, with appropriate safety devices, shall meet the approval of the engineer.

2120-18-70, 2160-07-73

35. Concrete Staining B-40-164, Item 517.1010.S.

A Description

This special provision describes providing a two coat concrete stain on the exposed concrete surfaces of structures as the plans show.

B Materials

B.1 Mortar

Use mortar for sack rubbing the concrete surfaces as given in standard spec 502.3.7.5 or use one of the following products:

Preblended, Packaged Type II Cement: Tri-Mix by TK Products

Thoroseal Pearl Gray by Thoro Products

The mortar shall contain one of the following acrylic bonding admixtures mixed and applied according to manufacturer's recommendations:

Acrylic Bonding Admixture: TK-225 by TK Products

Achro 60 by Thoro Products
Achro Set by Master Builders

B.2 Concrete Stain

Use concrete stain manufactured for use on exterior concrete surfaces, consisting of a base coat and a pigmented sealer finish coat. Use the following products, or equal as approved by the department, as part of the two coat finish system:

Tri-Sheen Concrete Surfacer, Smooth by TK Products

Tri-Sheen Acrylic by TK Products

TK-1450 Natural Look Urethane Anti-Graffiti Primers by TK Products

Safe-Cure & Seal EPX by Chem Masters

H&C Concrete Stain Solid Color Water Based by Sherwin-Williams

C Construction

C.1 General

Furnish, prepare, apply, cure, and store all materials according to the product manufacturer's specifications for the type and condition of application required.

Match or exceed the stain manufacturer's minimum recommended curing time of the concrete or 28 days, whichever is greater, before staining.

C.2 Preparation of Concrete Surfaces

Provide a sack rubbed finish as specified in standard spec 502.3.7.5, using mortar as indicated above on concrete surfaces with open voids or honeycombing.

Following the sack rubbing, clean all concrete surfaces that are to be coated to ensure that the surface is free of all laitance, dirt, dust, grease, efflorescence, and any foreign material and that the surface will accept the coating material according to product requirements. As a minimum, clean the surface using a 3000-psi water blast. Hold the nozzle of the water blaster approximately 6 inches from the concrete surface and move it continuously in a sweeping motion. Give special attention to smooth concrete surfaces to produce an acceptable surface texture. Correct any surface problems resulting from the surface preparation methods. Grit blasting of the concrete surface is not allowed.

C.3 Staining Concrete Surfaces

Apply the concrete stain according to the manufacturer's recommendations.

Apply the concrete stain when the temperature of the concrete surface is 45° F or higher, or as given by the manufacturer.

The color of the stain shall be as given on the plan. Tint the base coat to match the finish coat; the two coats shall be compatible with each other.

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Do not begin staining the structure until earthwork operations are completed to a point where this work can begin without receiving damage. Where this work is adjacent to exposed soil or pavement areas, provide temporary covering protection from overspray or splatter.

C.4 Test Areas

Before applying stain to the structure, apply the stain to sample panels measuring a minimum of 48 inches x 48 inches and constructed to demonstrate workmanship in the use of the form liner specified on the structure if applicable. Match or exceed the stain manufacturer's minimum recommended curing time of the concrete or 28 days, whichever is greater, before staining. Prepare the concrete surfaces of the sample panels and apply stain using the same materials and in the same manner as proposed for the structure, including staining of the joints between the stones produced by the form liner if applicable. Do not apply stain to the structure until the department approves the test panels.

C.5 Surfaces to be Coated.

Apply concrete stain to the surfaces according to the plan.

D Measurement

The department will measure Concrete Staining B-40-164 in area by the square foot of surface, acceptably prepared and stained.

E Payment

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

ITEM NUMBER

DESCRIPTION

UNIT

517.1010.S

Concrete Staining B-40-164

SF

Payment is full compensation for furnishing and applying the two coat system; for preparing the concrete surface; and for preparing the sample panels.

stp-517-110 (20140630)

36. Structure Overcoating Cleaning and Priming B-40-164, Item 517.3001.S.

A Description

This special provision describes cleaning and painting with two or three coats of paint the metal surfaces.

A.1 Areas to be Cleaned and Painted

Structure B-40-164

- 1. Two Coat Area: 0 SF with SP 1 cleaning.
- 2. Three Coat Area:

84 SF with SP 3 cleaning.

84 SF total three-coat area.

B Materials

Furnish an epoxy coating system from the department's APL for Paint- structure maintenance.

C Construction

C.1 Surface Preparation

Before overcoating or power tool cleaning, solvent clean all surfaces to be coated according to SSPC-SP1. A SSPC-SP 3 power Tool Cleaning according to Steel Structures Painting Council Specification 3 will be required on all metal surfaces to be painted with a three-coat system. Prime the same day, or reclean before application, all metal surfaces receiving a No. 3 cleaning.

Remove all abrasive or paint residue from steel surfaces with a High Efficiency Particulate Abatement (HEPA-VAC) vacuum cleaner equipped with a brush-type cleaning tool, or by double blowing. If the double blowing method is used, vacuum the exposed top surfaces of all structural steel, including flanges, longitudinal stiffeners, splices, plates, and hangers, after the double blowing operations are completed. The air line used for blowing the steel clean shall have an inline water trap and the air shall be free of oil and water as it leaves the air line.

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Take care to protect freshly coated surfaces from subsequent cleaning operations. Thoroughly wire brush damaged primed surfaces with a non-rusting tool. Clean and re-prime the brushed surfaces within the time recommended by the manufacturer.

C.2 Painting

Paint by applying two or three coats of an approved coating system as specified herein to the surfaces as described in A.1 from the department's approved products list.

C.3 Coating Application

Apply paint in a neat, workmanlike manner. The resultant paint film shall be smooth and uniform without skips or areas of excessive paint. Apply coating according to the manufacturer's recommendations.

Before applying the prime coat, coat with primer all edges, rivet and bolt heads, nuts and washers by using either a brush, roller, or spray application.

Dry Film Thickness per coat shall be a minimum of 3-mil. The dry film thickness shall be determined by use of a magnetic film thickness gage. The gage shall be calibrated for dry film thickness measurement according to SSPC-PA 2.

During surface preparation and coating application, the ambient and steel temperature shall be between 39 and 100 degrees F. The steel temperature shall be at least 5 degrees F above the dew point temperature, and the relative humidity shall not exceed 85%.

D Measurement

The department will measure Structure Overcoating Cleaning and Priming (Structure #) as a single unit for each structure, acceptably completed.

E Payment

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

ITEM NUMBER DESCRIPTION UNIT 517.3001.S Structure Overcoating Cleaning and Priming B-40-164 EACH

Payment is full compensation for preparing and cleaning the designated surfaces; and for furnishing and applying the paint.

stp-517-036 (20210708)

37. Containment and Collection of Waste Materials B-40-164, Item 517.4001.S.

A Description

This special provision describes furnishing and erecting tarpaulins to contain, collect and store the spent material from surface preparation of steel surfaces, collecting such spent material, and labeling and storing the spent material in waste containers.

B Materials

Provide 5-gallon lidded plastic containers for containing the spent material.

C Construction

Erect tarpaulins or other materials to collect all of the spent material from power tool cleaning. Consider and treat all spent material as hazardous waste.

Collect and store all waste material collected by this operation at the bridge site for disposal. Collect and store all waste materials at the end of each workday or more often if needed. Store materials in 5-gallon lidded plastic containers.

Label each container with the date the first waste was placed in the container and the words "Hazardous Waste – EPA Waste Code D008." Lock and secure all containers at the end of each workday. Keep the containers covered at all times except to add or remove waste material. Store the containers in an accessible and secured area, not located in a storm water runoff course, flood plain or exposed to standing water.

Collect the spent debris by vacuuming, shoveling, sweeping, or by channeling it directly to disposal containers. The enclosure shall be thoroughly cleaned at the end of each work day.

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D Measurement

The department will measure Containment and Collection of Waste Materials (Structure) as a single unit for each structure, acceptably completed.

E Payment

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

ITEM NUMBER

DESCRIPTION

UNIT

517.4001.S

Containment and Collection of Waste Materials B-40-164

EACH

Payment is full compensation for designing, erecting, operating, maintaining and disassembling the containment devices, collecting, labeling and storing spent materials in appropriate containers.

stp-517-037 (20230113)

38. Portable Decontamination Facility, Item 517.6001.S.

A Description

This special provision describes furnishing and maintaining weekly, or more often if needed, a single unit portable decontamination facility.

B Materials

Supply and operate all equipment according to OSHA.

Supply adequate heating equipment with the necessary fuel to maintain a minimum temperature of 68° F in the facility.

The portable decontamination facility shall consist of a separate "Dirty Room", "Shower Room" and "Clean Room". The facility shall be constructed so as to permit use by either sex. The facility shall have adequate ventilation.

The "Dirty Room" shall have appropriately marked containers for disposable garments, clothing that requires laundering, worker shoes, and any other related equipment. Each container shall be lined with poly bags for transporting clothing, or for disposal. Benches shall be provided for personnel.

The "Shower Room" shall include self-contained individual showering stalls that are stable and well secured to the facility. Provide showers with a continuous supply of potable hot and cold water. The wastewater must be retained for filtration, treatment, and/or for proper disposal.

The "Clean Room" shall be equipped with secure storage facilities for street clothes and separate storage facilities for protective clothing. The lockers shall be sized to store clothing, valuables and other personal belongings for each worker. Benches shall be provided for personnel.

Supply a separate hand wash facility, either attached to the decontamination facility or outside the containment.

C Construction

Properly contain, store, and dispose of the wastewater.

D Measurement

The department will measure Portable Decontamination Facility by each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER DESCRIPTION UNIT 517.6001.S Portable Decontamination Facility EACH

Payment is full compensation for furnishing and maintaining a portable decontamination facility.

stp-517-060 (20230113)

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39. Adjusting Storm Sewer Structures.

Add the following text to standard spec 611.3.1:

Remove covers and frames prior to milling. Cover openings with a Cover Plates Temporary of sufficient thickness to carry traffic and at a depth to accommodate the milling operations. Backfill excavated areas with an asphalt surface mix to an elevation that will match the adjacent pavement. Cover Plates Temporary will be paid as separate contract bid item.

Add the following text to standard spec 611.3.7:

The replacement of Grade A concrete when adjusting manhole covers in areas of bituminous resurfacing shall be to the top of the existing concrete base as shown on the detail for adjusting manhole covers. Use construction methods that conform to the requirements set forth in standard spec 611.3.3.

Add the following text to standard spec 611.5:

Removal and replacement of concrete pavement to accomplish the work shall be incidental to the cost of work. Removal and replacement of concrete curb and gutter will be paid for under items Removing Curb and Gutter and Concrete Curb and Gutter, 31-inch modified.

SER-611-001 (20161216)

40. Topsoil.

Replace standard spec 625.2 (1) with the following:

(1) Topsoil consists of loam, sandy loam, silt loam, silty clay loam, or clay loam humus-bearing soils adapted to sustain plant life, and ensure the topsoil consists of the following:

Topsoil Requirements	Minimum Range	Maximum Range
pH	6.0	8.0
Organic Matter*	5%	20%
Clay	5%	30%
Silt	10%	70%
Sand	10%	70%

^{*}Organic matter determined by loss on ignition test of samples oven dried to constant weight at 212 F (100 C).

Add the following to standard spec 625.2:

- (3) Furnish material that is free from large roots, sticks, weeds, brush, stones, litter, and waste products.
- (4) Do not furnish surface soils from ditch bottoms, drained ponds, and eroded areas, or soils which are supporting growth of NR 40 listed plants and noxious weeds or other undesirable vegetation.

Replace standard spec 625.3.3 (3) with the following:

(3) Ensure that for the upper 2 inches, 100 percent of the material passes a one-inch sieve and at least 90 percent passes the No. 10 sieve.

SER-625-001 (20221007)

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41. Fertilizer Type B.

Replace standard spec 629.2.1.3 with the following:

(1) Fertilizer Type B Special will conform to the following requirements:

Nitrogen, not less than 24% with 6% percent of the nitrogen being slow release.

Phosphorus, not less than 15%

Potash, not less than 9%

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

Replace standard spec 629.3.1.3 with the following:

(1) Apply fertilizer containing at least 48 percent total nitrogen, phosphorus, and potash at 5 pounds per 1,000 square feet unless otherwise directed by the engineer. For Fertilizer Type B Special that contains a different percentage of components, determine the new application rate by multiplying the specified rate by a dimensionless conversion factor determined as follows:

Conversion Factor = 48 / New Percentage of Components

Replace standard spec 629.4(1):

(1) The department will measure Fertilizer Type B, Special by the hundred pounds (CWT), acceptably completed, measured based on the application rate of 5 pounds per 1,000 square feet. The department will not measure fertilizer used for the bid items under 632. The measured quantity equals the number of hundred-weight (CWT) of material determined by multiplying the actual number of cwt. of material incorporated by the ratio of the actual percentage of fertilizer components used to 48 percent for Fertilizer Type B Special.

SER-629-001 (20230109)

42. Seeding.

Replace standard spec 630.3.5 (1) with the following:

- (1) Use the following sowing rate for seeds in pounds per 1000 square feet:
 - No. 10 at 3 pounds
 - No. 20 at 5 pounds
 - No. 30 at 5 pounds
 - No. 40 at 5 pounds
 - No. 60 at an equivalent seeding rate of 1.5 pounds[1]
 - No. 70 or 70A at 0.4 pounds
 - No. 75 at an equivalent seeding rate of 0.7 pounds[1]
 - No. 80 at an equivalent seeding rate of 0.8 pounds[1]
 - Temporary seeding at 3 pounds
 - Nurse crop seeding at 2 pounds
 - Determine the actual seeding rate by multiplying the equivalent seeding rate by the sum of the unadjusted and adjusted percentages of the various species in the seed mixtures as sown.

SER-630-002 (20221013)

43. Signs Type I and II.

Furnish and install mounting brackets per approved product list for type II signs on overhead sign supports incidental to sign. For type II signs on sign bridges use aluminum vertical support beams noted above incidental to sign.

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Supplement standard spec 637.2.4 with the following:

Use stainless steel bolts, washers and nuts for type I and type II signs mounted on sign bridges or type I signs mounted on overhead sign supports. Use clips on every joint for Sign Plate A 4-6 when mounted on a sign bridge or overhead sign support. Inspect installation of clips and assure bolts and nuts are tightened to manufacturers recommended torque values.

Use aluminum vertical sign support beams that have a 5-inch wide flange and weigh 3.7 pounds per foot, if the L-brackets are 4 inches wide then use 4 inch wide flange beams weighing 3.06 pounds per foot. Contractor shall measure the width of the L-brackets on existing structures of determine the width needed for sign support beams.

Use beams a minimum of six feet in length or equal to the height of the sign to be supported, whichever is greater. Use U-bolts that are made of stainless steel, one-half inch diameter and of the proper size to fit the truss cords of each sign bridge. Install vertical sign support beams on each sign and use new U-bolts to attach each beam to the top and bottom cord of the sign bridge truss.

For type II signs on overhead sign supports follow the approved product list for mounting brackets.

Replace standard spec 637.3.3.2(2) with the following:

(2) Install Type I Signs at the offset stated in the plan, which shall be the clear distance between the edge of mainline pavement right edgeline and the near edge of the sign.

Supplement standard spec 637.3.3.3(3) with the following:

Furnish and install new aluminum vertical sign support beams on each sign and new U-bolts to attach each beam to the top and bottom cord of the sign bridge truss for Type I or Type II Signs and Type I signs on overhead sign supports incidental to sign.

Add the following to standard spec 641.2:

Submit shop drawings for sign bridges and overhead sign supports to SE Region Traffic Operations Engineer, Tom Heydel and Bureau of Structures Design.

SER-637-001 (20170621)

44. Traffic Pedestrian Facilities.

Add the following to standard spec 644.3.1 as paragraph [7]:

As an alternative to setting up temporary pedestrian facilities for overnight or intermittent work. The contractor with the approval of the engineer may use flaggers in addition to other work zone control devices. Provide a designated person to watch for pedestrians and assist them through the work zone. Safely cross the pedestrian through the crossing and ensure the sidewalk is free and clear of debris, equipment or other obstruction. If temporary pedestrian facilities are set up, pedestrians must be protected from flying debris through means approved by the engineer.

Add the following to standard spec 644.5 as paragraph [3]:

Payment for pedestrian flagging is considered incidental to this contract. No additional payment will be given for providing the flagger, halting operations, clearing the walk, overhead protection or providing and placing advanced warning signs.

45. Traffic Signals, General.

All work shall be in accordance to the plans and the State of Wisconsin Department of Transportation Standard Specifications for Highway and Structure Construction, 2025 Edition, and these special provisions.

Failure to comply with the state standards and specifications may result in the cost of the corrections to be made at the contractors' expense. Any additional disruption of department-owned facilities shall be repaired or relocated as needed at the contractors' expense.

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

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

Special instructions for signalized intersections without temporary traffic signals installed during project:

- Traffic signal head and traffic signal pole replacements will take place under live traffic conditions
 without the need for temporary signals. Traffic signal heads and poles installed on new concrete
 bases in close proximity to the existing poles/bases should be assembled as much as possible
 prior to the switchover to operation of the new signal equipment.
- No more than one traffic signal pole assembly shall be replaced at a time. Once an existing traffic signal head and pole is removed, it must be replaced and back in operation within the same working day to maintain MUTCD minimum signal indication requirements.
- If pole replacements cannot be completed safely outside of live traffic, night work shall be required.

46. General Requirements for Electrical Work.

Add the following to standard spec 651.3.3 (3):

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

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

47. Electrical Conduit.

Replace standard spec 652.5(2) with the following:

(2) Payment for Conduit Rigid Metallic, Conduit Rigid Nonmetallic, Conduit Reinforced Thermosetting Resin, and Conduit Special bid items is full compensation for providing the conduit, conduit bodies, and fittings; for providing all conduit hangers, clips, attachments, and fittings used to support conduit on structures; for pull wires or ropes; for expansion fittings and caps; for making necessary connections into an existing pull box, manhole, junction box or communication vault; for excavating, bedding, and backfilling, including any sand, concrete, or other required materials; for disposing of surplus materials; and for making inspections.

48. Traffic Signal Faces.

Add the following to standard spec 658.3:

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

49. Pedestrian Signal Faces 16-Inch, Item 658.0416.

Replace standard spec 658.2(4) with the following:

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

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50. Pedestrian Push Buttons, Item 658.0500.

Replace standard spec 658.2(5) with the following:

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

51. Signal Mounting Hardware, Item 658.5070.

Add the following to standard spec 658.2(7):

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

52. Lamp, Ballast, LED, Switch Disposal by Contractor, Item 659.5000.S.

A Description

This special provision describes the detachment and packaging of lamps, ballasts, LEDs, and mercury containing switches (e.g., overhead roadway lighting, underdeck bridge, wall packs, pedestrian signals, traffic control stop lights and warning flashers, fluorescent bulbs, and thermostats) removed under this contract for disposal as hazardous materials.

For Lamp, Ballast, LED, Switch Disposal by Contractor, coordinate removal from the work site by the department's hazardous waste disposal vendor. Disposal will be billed to the department by the hazardous waste disposal vendor.

B Materials

B.1 Disposal by Contractor

Items removed under this contract will be considered the property of the department for waste generator identification. The contractor is responsible for coordinating with the department's hazardous waste vendor for disposal:

https://wisconsindot.gov/Documents/doing-bus/eng-consultants/cnslt-rsrces/environment/hazwaste-contacts.pdf

C Construction

C.1 Removal

Arrange for the de-energizing of luminaires after receiving approval from the engineer that the existing luminaires can be removed. Do not remove luminaires that cannot be replaced with proposed LED units and operational within the same workday. The new LED units need to be operational prior to sunset of the same workday.

Detach and remove luminaires and lamps from the existing traffic signal poles or respective structure. Avoid breaking fixtures whenever possible.

Lamps, ballasts, LED, and switches will become property of the department, and will be disposed of in an environmentally sound manner.

C.2 Packaging of Hazardous Materials

Provide a secure, level location removed from the travelled way for storage of the material for disposal.

Pack intact fixtures in the packaging of the new lamps used to replace them, or packaging affording the equivalent protection. Place in full, closed stackable cartons.

Pile cartons no more than four high if palletized and secure cartons with shrink wrap to prevent shifting or falling of the loads. Clearly mark each pallet with the words "Universal Waste Lamps" or "Universal Waste Ballasts", the date, and the number of fixtures on each pallet.

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Pack broken fixtures into (min.) 6 mil thick plastic bags and place inside sturdy cardboard boxes or the equivalent. Mark the outer packaging with the term "Broken Fixtures/Lamps", the date and the number of broken fixtures clearly marked on the box.

The hazardous waste vendor will not accept fixtures improperly packaged. The vendor will reject any fixtures not removed as part of a contract pay item or otherwise required under this contract.

Pack ballasts and mercury containing switches in appropriate containers.

C.3 Disposal by Contractor

Complete the lamp and ballast inventory (https://wisconsindot.gov/Documents/doing-bus/eng-consultants/cnslt-rsrces/environment/dotlampballastinventory.dotx) and contact the hazardous waste vendor to coordinate pickup and disposal at a location specified by the contractor. Consolidate all pallets and boxes from one project at a single location. Contact the hazardous waste vendor to set up an appointment for pickup. The hazardous waste vendor requires a minimum of one week advance notice to schedule pickup.

D Measurement

The department will measure Lamp, Ballast, LED, Switch Disposal by Contractor as each individual unit removed and received by the hazardous waste vendor, properly packaged and acceptably completed, matching the total number of units provided on the inventory form. The department will not measure broken fixtures that exceed a total of 10 percent of all fixtures to be disposed.

The department will measure Lamp, Ballast, LED, SWITCH Disposal by Department as each individual unit removed and delivered to the department, properly packaged and acceptably completed, matching the total number of units provided on the inventory form. The department will not measure broken fixtures that exceed a total of 10 percent of all fixtures to be disposed.

E Payment

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

ITEM NUMBER

DESCRIPTION

UNIT

659.5000.S

Lamp, Ballast, LED, Switch Disposal by Contractor

EACH

Payment is full compensation for detachment, handling, packaging, labeling and scheduling disposal with the hazardous waste vendor; and scrapping and disposal of all other materials.

stp-659-500 (20220628)

53. Temporary Traffic Signal for Intersections STH 24 & CTH U (76th St), Item 661.0201.01.

Replace standard spec 661.2.1(1) with the following:

(1) Furnish control cabinet and control equipment. The department will supply, maintain, and install a signal controller, cellular modem, and ethernet switch to establish remote communication to the signal controller. The cabinet must be equipped with a 6-circuit Isotel independent of the GFI receptacles. Provide a cabinet with a Corbin #2 door lock and an access door that allows placing the controller in emergency flash. Provide keys to the access door to the engineer and law enforcement agencies as required. Also provide a manual control accessible by the police. Test traffic signal control cabinets before installation. The department will provide the signal controller with the initial traffic signal timing, and the department will be responsible for all subsequent signal timing changes.

Replace standard spec 661.2.1(3) with the following:

(3) Use existing underground electric service and meter breaker pedestal for the operation of the Temporary Traffic Signal. The contractor will be responsible for arranging any additional service connection to the temporary signal. The department will pay for all Energy Costs for the operation of the Temporary Traffic Signal.

Furnish and install a generator to operate the temporary traffic signals for the times required to switch the existing permanent traffic signal over to the temporary traffic signal and for the time required to switch the temporary traffic signal back over to the permanent traffic signal.

Contact the local electrical utility at least four days prior to making the switch from the Temporary Traffic Signal to the new Permanent Traffic Signal.

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Append standard spec 661.2.1 with the following:

(6) Control equipment or controller equipment is defined as anything inside the control cabinet excluding the department furnished signal controller, cellular modem, and ethernet switch.

Replace standard spec 661.3.1(2) with the following:

(2) Request a signal inspection of the completed temporary traffic signal installation to the engineer at least five working days prior to the time of the requested inspection. Notify the SE Region Electrical Field Unit at (414) 266-1170 to coordinate the inspection. The SE Region electrical personnel will perform the inspection.

Append standard spec 661.3.1.4 with the following:

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

Replace standard spec 661.3.2.6(2) with the following:

(2) Upon acceptance of new signal and completion of work, the department will switch control of the intersection over to the permanent cabinet installation. Remove signal cable and wires, wood poles, wood posts, control cabinet, control equipment, and incidental materials. Upon deactivation of the controller, call the electrical utility immediately for the temporary electrical service disconnect. The department shall remove the signal controller, cellular modem, and ethernet switch.

Append standard spec 661.3.2.6 with the following:

(6) Remove the CCTV camera, hardware, mounting brackets and cabling from the temporary traffic signal installation and return it to the department.

Replace standard spec 661.3.2.7 (2) with the following:

(2) Respond within one hour of notification to provide corrective action to any emergency such as but not limited to knockdowns, signal cable problems, and controller equipment failures. If equipment becomes damaged or faulty beyond repair, replace it within one working day. In order to fulfill this requirement, maintain, in stock, sufficient materials and equipment to provide repairs. Replace the traffic signal control equipment including the cabinet and cabinet accessories within 4 hours. If the outcome of the response identifies damage to the department furnished signal controller, notify the Traffic Management Center at (800) 375-7302 who will then dispatch the SE Region Electrical Field Unit

Replace standard spec 661.5(2) with the following:

- (2) Payment for the Temporary Traffic Signals for Intersections bid item is full compensation for providing, maintaining, and repairing the complete temporary installation; and for removal. Payment also includes the following:
 - 1. Furnishing and installing replacement equipment.
 - 2. The cost of delivery and pick-up of the cabinet assemblies.

Payment is full compensation for drilling holes; furnishing and installing all materials, including bricks, and coarse aggregate; for excavation, bedding, and backfilling, including any sand or other required materials; furnishing and placing topsoil, fertilizer, seed, and mulch in disturbed areas; for properly disposing of surplus materials; for making inspections; for cleaning up and properly disposing of waste; for removing and delivering the CCTV camera, hardware, mounting brackets and cabling from the temporary traffic signal installation to the department; and for furnishing all labor, tools, equipment, and incidentals necessary to complete the work.

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54. Install Camera Assembly, Item 677.0200.

Replace standard spec 677.3 (8) with the following:

(8) For temporary traffic signal camera installations, provide camera cables on the temporary traffic signal span wire as directed by the engineer. Provide continuous cable runs without splices between the camera assembly and the camera controller assembly.

55. Communication Systems.

Replace standard spec 678.2.1(1) with the following:

The department will furnish fiber optic cable, splice enclosures, termination panels, ethernet switches, wireless antennas, and cellular modems.

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

Replace standard spec 678.5(6) with the following:

Payment for Install Ethernet Switches and Install Wireless Antennas is full compensations for transporting and installing the devices; for cables and connectors; and connecting the devices.

56. Rapid Set Deck Repair, Item SPV.0035.41.

A Description

This special provision describes furnishing, placing and curing a rapid setting non-shrink patch material on the sawed deck preparation areas and concrete overlay area of the concrete bridge deck. Perform the work conforming to standard spec 509.

B Materials

B.1 Patching Materials

Furnish a rapid setting non-shrink material designed for repairing concrete decks from the department's Approved Products List for "Rapid Setting Concrete Patch Material". The material shall be capable of obtaining a minimum compressive strength of 3000 psi within 3 hours. The patch material must be compatible with the existing concrete deck, reinforcing steel, and the polymer or asphalt overlay product (if applicable); and have a proven record of at least five successful applications in climates similar to Wisconsin. The use of chloride accelerators or other corrosion inducing products is prohibited.

A minimum of ten working days prior to construction, submit the manufacturer's product data sheets, material sources, mix designs, and supporting performance documentation to the engineer for approval.

B.2 Materials Quality Control Testing

For projects that allow 3 hours or more of cure time prior to opening to traffic, submit certified test results from an independent lab showing that the patch material can obtain 3000 psi within 3 hours of placement under the same curing conditions as the project.

For projects that require bridge decks to be open to traffic with less than 3 hours of cure time, perform quality control testing. For material extended with aggregates, perform cylinder breaks per ASTM C39. Make a minimum of two compressive strength test cylinders per shift per batch plant and cure under the same conditions as the deck patches. For material not using coarse aggregates, perform cube breaks per ASTM C109. Make a minimum of two compressive strength test cubes per shift per batch plant and cure under the same conditions as the deck patches. Provide test results to the engineer showing 3000 psi strength is obtained prior to opening the bridge deck to traffic.

For projects requiring ASTM C39 or ASTM C109 testing, furnish a department-certified mobile laboratory to perform the testing.

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C Construction

Clean and prepare the area to be patched per the manufacturer's recommendations and as follows. After sawed deck preparation work is complete, blast clean the area and any exposed reinforcing steel. Thoroughly clean the surface upon which the new patch material is to be placed by brooming and using air pressure to remove all loose particles and dust. Apply a bonding agent, as necessary and as recommend by the patch material manufacturer, to surfaces to be covered by patch material.

Place patch material to produce plane surfaces that conform to the grade and elevation of the adjoining surfaces. Where a polymer or asphalt overlay will not be placed over the patch, finish the surface by tining or applying exposed angular aggregate as approved by the engineer. Where a polymer or asphalt overlay will be placed over the patch, shotblast the patch in the same fashion as the remainder of the bridge deck.

D Measurement

The department will measure Rapid Set Deck Repair in volume by the cubic yard, acceptably completed.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0035.41Rapid Set Deck RepairCY

Payment is full compensation for furnishing, hauling, preparing, placing, finishing, curing, and protecting all materials; and for materials quality control testing.

57. Reconnect Storm Sewer Laterals, Item SPV.0060.01.

A Description

This special provision describes reconnecting existing storm sewer laterals to new structures or new pipe.

B (Vacant)

C Construction

Identify all laterals in existing structures or pipes before removal of that structure or pipe. Remove existing lateral pipes to the next engineer accepted joint and replace in-kind with equivalent modern materials such as PVC or concrete. Verify that positive drainage is achieved when connecting lateral. Salvage any structurally sound pipe that was removed if prior approval is granted by the engineer. Connect the existing pipes to the new pipes with the appropriate coupling, concrete collar or by means approved by the engineer. Use concrete masonry for concrete collar conforming to standard spec 501.

D Measurement

The department will measure Reconnect Storm Sewer Laterals by each lateral, connected and approved in the field.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.01Reconnect Storm Sewer LateralsEACH

Payment is full compensation for performing all work, removing, providing all materials, coring, couplings, concrete collars, and pipe. Any additional pipe or materials required to reconnect the storm sewer laterals shall be considered incidental to this bid item.

sef-501-005 (20170323)

58. Remove and Cap Existing Drainage Structure, Item SPV.0060.02.

A Description

This item describes removing and capping an existing drainage structure conforming to standard spec 204, as shown on the plans, and as follows.

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B Materials

Furnish grade A concrete and steel reinforcement conforming to standard spec 501 and 505.

C Construction

Excavate and backfill as conforming to standard spec 206. Use granular backfill material for backfilling.

Clean and remove all materials and debris deposited or lodged in the manhole due to the contractor's operations during construction.

D Measurement

The department will measure Remove and Cap Existing Drainage Storm Sewer Structure as each individual 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 NUMBERDESCRIPTIONUNITSPV.0060.02Remove and Cap Existing Drainage StructureEACH

Payment is full compensation for providing all materials, excavation; for sheeting and shoring; for backfilling; for control of water; for temporary support and protection of existing utilities; for removing sheeting and shoring; disposing of surplus material, and for cleaning out and restoring the work site.

SER-204-009 (20180504)

59. Utility Line Opening (ULO), Item SPV.0060.03.

A Description

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

B (Vacant)

C Construction

Comply with s.182.0175 (2), Stats., with respect to precautions to be taken to avoid and prevent damage to utility facilities.

All ULO shall be approved by the engineer. Notify the utility engineers or their agents of this work a minimum of 3 days prior to the work so they may be present when the work is completed. Notify the infrastructure/utility owner or their agents 3 working days in advance so that they may be present when excavation work commences.

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

Perform the utility line at least 10 days in advance of proposed construction to allow any conflicts to be resolved with minimal disruption. Allow the engineer a minimum of 3 working days after ULO information is received to review and respond with potential design inquiries.

Backfill the excavation with suitable backfill, thoroughly compact, replace pavement over utility line opening trenches which are within the staged traffic area as directed by the engineer. Replace pavement and open to traffic within 24 hours of the excavation.

D Measurement

The department will measure ULO by each individual unit, acceptably completed.

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

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E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.03Utility Line Opening (ULO)EACH

Payment is full compensation for the excavation required to expose the utility line; backfilling with engineer approved material; compacting the backfill material; restoring the site; cleanup, and maintenance of ULO location during construction.

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

SER-107-013

60. Survey Project 2120-18-70, Item SPV.0060.04.

A Description

This special provision describes modifying standard spec 105.6 and 650 to define the requirements for construction staking for this contract. Conform to standard spec 105.6 and 650 and as follows.

The department will not perform any construction staking for this contract. Obtain engineer's approval before performing all survey required to lay out and construct the work under this contract.

This standard spec describes the contractor-performed construction staking required under individual contract bid items to establish the horizontal and vertical position for all aspects of construction including:

- storm sewer
- curb and gutter
- curb ramps
- drainage structures
- all retaining wall layout
- pavement markings (temporary and permanent)
- local street lighting
- electrical installations
- supplemental control
- slope stakes
- traffic signals
- traffic control items

B (Vacant)

C Construction

Add the following to standard spec 650.3.1 (5):

Confirm with engineer before using global positioning methods to establish the following:

- 1. Structure layout horizontal or vertical locations.
- 2. Concrete pavement vertical locations.
- 3. Curb, gutter, and curb & gutter vertical locations.
- 4. Storm Sewer layout horizontal or vertical locations, including structure centers, offsets, access openings, rim and invert elevations.

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Replace standard spec 650.3.1.1 (2) with the following:

- (6) Maintain neat, orderly, and complete survey notes, drawings, and computations used in establishing the lines and grades. This includes:
 - Raw data files
 - Digital stakeout reports
 - Control check reports
 - Supplemental control files (along with method used to establish coordinates and elevation)
 - Calibration report

Make the survey notes and computations available to the engineer within 24 hours as the work progresses unless a longer period is approved by the engineer.

Replace standard spec 650.3.1.2.3.1 with the following:

The department will provide the contractor staking packet as described in the Construction and Materials Manual (CMM) 7.10. At any time after the contract is awarded, the available survey and design information may be requested. The department will provide that information within 5 business days of receiving the contractor's request. The department incurs no additional liability beyond that specified in standard spec 105.6 or standard spec 650 by having provided this additional information.

Add the following to standard spec 650.3.3 as paragraph two:

Record all subgrade elevation checks and submit a hard copy to the engineer within 24 hours or as requested by the engineer.

D Measurement

Replace standard spec 650.4 with the following:

(1) The department will measure Survey Project 2120-18-70 as each unit, 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 NUMBERDESCRIPTIONUNITSPV.0060.04Survey Project 2120-18-70EACH

Payment is full compensation for performing all survey work required to lay out and construct all work under this contract and for adjusting stakes to ensure compatibility with existing field conditions. The department will not make final payment for this item until the contractor submits all survey notes and computations used to establish the required lines and grades to the engineer within 24 hours of completing this work. Re-staking due to construction disturbance and knock-outs will be performed at no additional cost to the department.

sef-650-005 (20181219)

61. Field Office Type T, Item SPV.0060.05.

A Description

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

B Materials

Provide Field Office Type T conforming to standard spec 642.2.1.

Add the following to standard spec 642.2.1:

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

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

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

C Construction

Conform to standard spec 642.3.

D Measurement

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

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.05Field Office Type TEACH

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

The department will pay for the cost of telecommunications usage fees incurred by department staff. SER-642-001 (20160808)

62. Pull Boxes 13-Inch x 24-Inch x 24-Inch, Item SPV.0060.17.

A Description

This special provision describes furnishing and installing pull boxes at the locations shown on the plans according to standard spec 653.

B Materials

Furnish gray in color fiberglass/polymer concrete pull box of rectangular composite enclosure with Tier 15 Rating (15,000 lb Design Load) & (22,500 lb Test Load), and nominal 13" wide x 24" long and 24" total depth, flared wall style #CHB132424 as by Highline Products or #B12132424A as by Hubbell Power Systems or approved equal. Cover shall be Tier 15 Rating (15,000 lb Design Load) & (22,500 lb Test Load), bolted cover with logo "Street Lighting" #CHC1324HL1 as by Highline Products or

#C12132402A41 as by Hubbell Power Systems or approved equal. The pull box shall be listed and labeled by (UL) or other Nationally Recognized Testing Laboratory.

Furnish self-curing caulking to provide a permanent bond and made of flexible rubber that is not affected by sunlight, water, oils, mild acids, and alkali. Use mildew-resistant and non-flammable, gray caulk.

C Construction

Conform to standard spec. 611 and City of Milwaukee standards. The pull box shall be installed on top of 12-inches of No.2 Coarse Aggregate fill and set flush with finished grade and backfilled around.

Voids between conduit and pull box shall not exceed ½ inch. Caulk the interior and exterior of pull box. Cure caulking according to manufacturer's specifications before backfilling.

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Secure pull box with stainless steel pentahead bolts and washers to lock the cover.

D Measurement

The department will measure Pull Boxes 13-Inch x 24-Inch x 24-Inch as each individual pull box, acceptably completed.

E Payment

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

ITEM NUMBER

DESCRIPTION

UNIT

SPV.0060.17

Pull Boxes 13-Inch x 24-Inch x 24-Inch

EACH

Payment for the Pull Boxes bid items is full compensation for providing and installing all materials including pull boxes, covers, bolts, washers, caulking; for excavating, bedding, backfilling, and restoration of ground to original condition including sand, aggregate, concrete, or other required materials; and for disposing of surplus materials.

63. Remove Poles, Item SPV.0060.18.

A Description

This special provision describes removing an existing concrete, wood, steel, and aluminum pole and delivering them to the City of Milwaukee street lighting yard. All work shall be in accordance with standard spec 651.

B Materials

Existing poles, including luminaire(s), bracket arm(s), clamp(s), conduit, cabling, and any other equipment mounted to the poles.

C Construction

Disconnect all cables and wiring that is mounted on or in the poles and carefully removes the bracket arm(s), clamp(s), luminaire(s), and poles.

Protect and deliver the removed aluminum street lighting equipment (poles, arms, mounting brackets, LED luminaires) to 1540 West Canal Street, Milwaukee, Wisconsin. Make arrangements for the delivery of this material between the hours of 7:30 AM and 2:30 PM and call 24 hours in advance (telephone (414) 286-5944). No delivery will be accepted after 2:30 PM All other material to be disposed.

Dispose of all other non-aluminum poles, conduit, cabling and high pressure sodium luminaires appropriately away from the project area.

D Measurement

The department will measure Remove Poles by the EACH, acceptably completed.

E Payment

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

ITEM NUMBER

DESCRIPTION

UNIT

SPV.0060.18

Remove Poles

EACH

Payment is full compensation for disconnecting any necessary wiring, removing the poles and equipment mounted on the poles; storing the poles and any equipment attached to them and delivering them to the City of Milwaukee, or disposing of poles.

64. Remove 4-Inch x 4-Inch x 36-Inch Wiring Pedestal, Item SPV.0060.19.

A Description

This special provision describes removing an existing 4-Inch x 4-Inxh x 36-Inch wiring pedestal from concrete, wood, steel, and aluminum poles and delivering them to the City of Milwaukee street lighting yard. Wiring pedestals may be flush mounted or offset mounted to pole. All work shall be in accordance with standard spec 651.

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B Materials

Existing wiring pedestals, rigid metal conduit, conduit stub, metallic banding and other equipment mounted to the poles.

C Construction

C.1

Disconnect all cables and wiring that is mounted on or in the pedestals and carefully remove the banding and conduit assembly attached to the pole. Cap entrance hole of pole with weather resistant silicon plug.

C.2

Deliver the removed wiring pedestals to 1540 West Canal Street, Milwaukee, Wisconsin. Make arrangements for the delivery of this material between the hours of 7:30 a.m. and 2:30 p.m. and call 24 hours in advance (telephone (414) 286-5944). No delivery will be accepted after 2:30 p.m. All other material to be disposed

Dispose of all other non-aluminum components appropriately away from the project area.

D Measurement

The department will measure Remove 4-Inch x 4-Inch x 36-Inch Wiring Pedestal by the EACH, 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.0060.19

Remove 4-Inch x 4-Inch x 36-Inch Wiring Pedestal

EACH

Payment is full compensation for disconnecting any necessary wiring, removing the pedestals and equipment mounted on the poles; and delivering them to the City of Milwaukee.

65. Poles Type (22 ft Aluminum, Direct Bury), Item SPV.0060.20.

A Description

The work under this item is for furnishing and installation of the following material as shown in plans and in accordance with the following.

The minimum requirements for a 22 foot direct bury aluminum street lighting pole assembly. All parts not specifically mentioned, which are necessary, or which are regularly furnished in order to provide this pole, shall be furnished, and shall conform in strength, quality of material and workmanship to that usually provided by the engineering practice indicated in this specification. All work shall be in accordance with standard spec 651.

The aluminum street lighting pole assembly to be furnished under this specification is to be round and tapered. The pole assembly shall be complete with shaft, pole cap, hardware, and base coating. All screws and fasteners shall be stainless steel or other approved materials.

The direct bury 22 feet aluminum street lighting pole assembly shall be in accordance with this specification and City of Milwaukee (DPW-Infrastructure Services Division) Drawing #B-86-31.

Minor deviations on the rest of the pole assembly that will not affect the strength, appearance, vertical and horizontal stability of the pole will be permitted, but all such deviations shall be approved by the City of Milwaukee Street Lighting Engineering.

B Materials

B.1 Pole

The 22 foot aluminum pole shaft shall be tapered from the top of the pole to the ground line. Horizontal and vertical stability shall be obtained by welding a 4" channel across the bottom of the shaft in line with the cable entrance holes. The channel is to extend 1" past the shaft wall. Dimensions from the pole top to the bracket mounting plate and the ground line to the top of the pole shall be rigidly adhered to.

Cable entrance holes shall be provided on both sides of the pole and shall be 2" diameter (minimum) shall be located 12" below ground line and shall have grommets installed to prevent damage to the cable. They shall be 90 degrees from the mounting brackets.

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The pole cap may be either cast, stamped, spun, etc., and have provisions to affix the cap firmly to the shaft.

The base coating shall be painted, sprayed or dipped. Both the inside and outside of the shaft shall be coated from the bottom of the shaft to a point 2" ± above the ground line. The base coating shall be a Polyamide Epoxy Pittsburgh Aquapon or equal, applied un-thinned and shall be applied before installing the grommets in the cable entrance holes. The channel welded to the bottom of the shaft must be coated with the same material as above.

The hand hole shall be 4" x 6" nominal. A $\frac{1}{4}$ "-20 tapped hole and $\frac{1}{4}$ "-20 NC by $\frac{3}{4}$ " long 18-8 stainless steel button head Torx T27H tamper proof screw shall be provided in the shaft opposite the hand hole for grounding purposes. Hand hole cover shall be secured to the pole using $\frac{1}{4}$ "-20 NC by $\frac{3}{4}$ " long 18-8 stainless steel button head Torx T27H tamper proof screws. The hand hole is to be 90 degrees from the bracket arms and in the same plane with the cable entrance holes.

The 22 foot aluminum pole assembly furnished under this specification shall support a 50-pound fixture of an EPA of 3 on each arm when equipped with a pair of 6' upsweep arms. The pole design shall meet the latest revision of the AASHTO specifications for this pole as defined in the Standard Specifications For Structural Supports For Highway Signs, Luminaires And Traffic Signals. The manufacturer shall submit engineering calculations for lighting poles to show that maximum stress and deflections do not exceed specified performance requirements under full design loading, as well as other certified reports and data which indicate that the poles meet all load requirements.

Engineering calculations shall be prepared and sealed by an engineer licensed in the State of Wisconsin. The entire horizontal and vertical "wind sail" area of the pole assembly subject to wind load including arm and luminaire shall be designed to withstand the AASHTO standard specifications, from above, for wind load requirements for a 90 MPH wind load with gust factor computed per standard spec 3.8.5.and height and exposure factors from table 3-5.

All welding shall be in accordance with the latest applicable A.S.M.E. Standards.

The manufacturer warrants that the pole supplied will be of merchantable quality will conform to applicable specifications, drawings, designs, samples, or descriptions, will be free from defects in materials and workmanship and will be fit for the particular purpose intended.

A plaque with the pole number as shown on the plans shall be affixed onto the pole shaft.

B.2 Pea Gravel

Passing No.8 sieve 0% to 5%

Each unit will require approximately 0.25 cubic yard of pea gravel.

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

Chert not over 4% by weight

Coal not over ½% by weight

Clay lump and friable particles not over ½% by weight

Soft fragments not over 1% by weight

Any combination of the above not over 4% by weight

Flat, elongated or laminated pcs. not over 10% by weight

(Flat and elongated particles are those having a length more than five (5) times the average thickness)

Grading requirements of the pea gravel are as follows:

Passing 3/8-inch sieve 95% to 100%
Passing No.4 sieve 25% to 50%

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B.3 Riser Cable

Pole is to be wired as shown on the plans. A separate riser cable will be required to be installed inside of pole for each lighting fixture on the pole. The riser cable shall be 30 feet in length and cut from copper 2#12 UF with ground cable. One wire shall be black, the other shall be white, and the ground can be either bare or green. All splicing is to be done inside the metal housing. The ground wires shall be spliced inside the metal housing and grounded to the housing and each fixture. The cable shall conform to NEC Article 340. The riser cable shall be continuous without splices. The electrical system in use utilizes a full system ground. The neutral is not to be grounded at any point.

C Construction

The direct bury pole is to be set as illustrated in the plans. The holes are to be 12 or 14 inches in diameter and to a depth of 5 feet. The holes can be bored, hydrovac, or hand dug but all shall be cylindrical. If any part of the hole is within three feet of a buried utility, the holes must be hand dug or hydrovac. No other method of setting poles is acceptable. The poles should be parallel and perpendicular to the horizon once set

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

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

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

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

D Measurement

The department will measure this item by the each (EACH) unit of measure.

E Payment

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

ITEM NUMBER

DESCRIPTION

UNIT

SPV.0060.20 Poles Type (22 ft Aluminum, Direct Bury) EACH

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

66. Poles Type 30-AL Bolt Down, Item SPV.0060.21.

A Description

The work under this item is for furnishing and installation of the following material as shown in plans and in accordance with the following.

The minimum requirements for a 30'-0" bolt down aluminum street lighting pole assembly. All parts not specifically mentioned, which are necessary, or which are regularly furnished in order to provide this pole, shall be furnished, and shall conform in strength, quality of material and workmanship to that usually provided by the engineering practice indicated in this specification. All work shall be in accordance with standard spec 651.

The aluminum street lighting pole assembly to be furnished under this specification is to be round and tapered. The pole assembly shall be complete with shaft, pole cap, hardware, and base coating. All screws and fasteners shall be stainless steel or other approved materials.

The bolt down 30'-0" aluminum street lighting pole assembly shall be in accordance with this specification and City of Milwaukee (DPW-Infrastructure Services Division) Drawing #B-14-14.

Minor deviations on the rest of the pole assembly that will not affect the strength, appearance, vertical and horizontal stability of the pole will be permitted, but all such deviations shall be approved by the City of Milwaukee Street Lighting Engineering.

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B Materials

B.1 Pole

The 30'-0" aluminum pole shaft shall be tapered from the top of the pole to the mounting plate. Dimensions from the pole top to the bracket mounting plate and from the base plate to the top of the pole, as shown on the drawing, shall be rigidly adhered to.

The base plate shall be cast from either type 319 or 356T6 aluminum. The four elongated mounting holes shall be on 90-degree centers on an 11" bolt circle. The mounting slots shall be sized for 1-inch mounting bolts. The base shall be welded to the shaft so the arms bisect the angle between mounting holes at 45 degrees.

The poles shall be built as a double bracket unit and supplied with one cover plate per pole.

The pole cap is to be cast aluminum and be secured to the pole by three equally spaced 1/4"-20 hex head stainless steel screws.

B.2 Hand Hole and Grounding

The hand hole shall be 4" x 6" nominal. A $\frac{1}{4}$ "-20 NC taped hole and bolt shall be provided in the shaft opposite the hand hole for grounding purposes. The hand hole cover shall be secured to the pole using $\frac{1}{4}$ "-20 NC by $\frac{3}{4}$ " long 18-8 stainless steel button head Torx T27H tamper proof screws. The hand hole is to be 90 degrees from the arms. The center line of the hand hole shall be 14 inches above the mounting plate.

B.3 Loading and Stability

The 30'-0" assembly furnished under this specification shall support a fifty-pound fixture of an EPA of 3 on each arm when equipped with a pair of 6' upsweep arms. All pole designs shall meet the latest revision of the AASHTO specifications for these poles as defined in their STANDARD SPECIFICATIONS FOR STRUCTURAL SUPPORTS FOR HIGHWAY SIGNS, LUMINAIRES AND TRAFFIC SIGNALS. The manufacturer shall submit engineering calculations for lighting poles to show that maximum stress and deflections do not exceed specified performance requirements under full design loading, as well as other certified reports and data which indicate that the poles meet all load requirements, within 30 days of the bid award. Engineering calculations shall be prepared and sealed by an engineer licensed in the State of Wisconsin.

The entire horizontal and vertical "wind sail" area of the pole assembly subject to wind load including arm and luminaire shall be designed to withstand the AASHTO standard specifications, from above, for wind load requirements for a 90 MPH wind load with gust factor computed per standard spec 3.8.5.and height and exposure factors from table 3-5.

All welding shall be in accordance with the latest applicable A.S.M.E. Standards.

The manufacturer warrants that the pole supplied will be of merchantable quality will conform to applicable specifications, drawings, designs, samples, or descriptions, will be free from defects in materials and workmanship and will be fit for the particular purpose intended.

A plaque with the pole number as shown on the plans shall be affixed onto the pole shaft using high intensity reflective 2" silver numerals on black background.

B.4 Riser Cable

Pole is to be wired as shown on the plans. A separate riser cable will be required to be installed inside of pole for each lighting fixture on the pole. The riser cable(s) shall be 35 feet in length and cut from copper 2#12 UF with ground cable. One wire shall be black, the other shall be white, and the ground to be green. All splicing is to be done inside the metal housing. The ground wires shall be spliced inside the metal housing and grounded to the housing and each fixture. The cable shall conform to NEC Article 340. The riser cable neutral shall be continuous without splices. The electrical system in use utilizes a full system ground. The neutral is not to be grounded at any point.

Use an In-Line Fuse Holder assembly on the hot wire that needs to be 600 Volt Rated, and up to 30 Amps, 1-Pole Breakaway, with copper set screw terminals for LOAD, and Wire Size Range #12 to #8 AWG.

Provide a Fast Acting 5 Amp – 250 Volt fuses, from the recommended fuse list from the In-Line Fuse holder manufacturer.

C Construction

Install the bolt down pole as specified in the plan and details. After razing the pole use normal pole shaft raking techniques to ensure the centerline of shaft appears vertical to the horizon.

D Measurement

The department will measure this item by the each (EACH) unit of measure.

E Payment

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

ITEM NUMBER

DESCRIPTION

UNIT

SPV.0060.21

Poles Type 30-AL-BD

EACH

Payment is full compensation for the pole, riser cable(s), in-line fuse holder assemblies, and all connections.

67. Water Tight Splices & Connections, Item SPV.0060.22.

A Description

This section describes materials, general requirements, personnel qualifications, construction methods, and testing requirements used to perform electrical connections/splices required. All work shall be in accordance with standard spec 651.

B Materials

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

All materials furnished under this contract for street lighting installation are subject to approval by the City of Milwaukee street lighting engineer. A prototype maybe requested for submittal by the engineer with a cable sample installed and spliced for approval prior to field installation.

The contractor shall furnish a complete list of materials to be furnished and used for street lighting. Such list shall include names and addresses of manufactures, together with catalog numbers, certificates of compliance, specifications, and other product information requests by the engineer. The list shall be submitted within ten (10) calendar days of execution of contract. No material shall be incorporated into the lighting system prior to the written approval of the engineer. Approval does not change the intent of the specifications. The contractor shall not substitute or make changes in material without resubmitting for approval.

Use either the Polaris Edge (ISPB2) or Morris Product submersible insulated connector or else an equal connector that is 3, 4, or 6 Port Pre-Insulated, that is designed for use in below grade boxes, direct burial, and submersible. The Conductors Range from #2/0 - #14 Rated for 600 Volts Dual Rated for CU. or AL.

Use an In-Line Fuse Holder assembly that needs to be 600 Volt Rated, and up to 30 Amps, 1-Pole Breakaway, with copper set screw terminals for LOAD, and Wire Size Range #12 to #8 AWG.

Provide a Fast Acting 5 Amp – 250 Volt fuses, from the recommended fuse list from the In-Line Fuse holder manufacturer.

Waterproof and Tear Resistant cable tags/labels that need to be attached for identifying the circuit. A tag/label per street lighting conductor, and or cable for each branch circuit leg.

C Construction

C.1 General Requirements

Work under items related to the street lighting system shall conform to the National Electrical Code (NEC), 2020 Edition, or the latest edition adopted by the State of Wisconsin, Wisconsin Department of Commerce Chapter Comm 16 (Electrical) State of Wisconsin electrical code, City of Milwaukee code, and these special provisions and good electrical practices. The contractor shall not take advantage of lack of details in plans or these specifications where to do so would conflict with the applicable code and standards.

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C.2 Personnel Qualifications

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

C.3 Splices

The contractor shall perform watertight splicing in a pull box. Conductor runs shall be continuous between pole locations, and no splicing of conductors outside the pull box will be allowed. The watertight splices shall reside in the pull box and above the 3 foot wiring coils. The 2#12UF with ground cable (per luminaire) shall be brought to the pole hand hole where it will be spliced with the riser cable to the light fixture. An in-line watertight fuse holder needs to be installed in-line with the hot conductor that leads to the luminaire and should be accessible in pole at the hand hole. Oxide inhibitor (OX4) or equivalent shall be applied on all splice points.

Contractor is to bundle circuit conductors together and identify circuit at every split point.

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

C.4 In Service Distribution Systems

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

C.5 Testing

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

D Measurement

The department will measure this item Water Tight Splices and Connections by the Each unit of measure. This covers the multi-port submersible insulated connectors in the pull box, in-line fuse holder assemblies in the pole at the hand hole, and the waterproof and tear resistant cable tags/labels in the pull box.

E Payment

The department will pay for measured quantities at the contract unit price under the following bid item: **DESCRIPTION** ITEM NUMBER UNIT EACH

SPV.0060.22 Water Tight Splices and Connections

Payment is full compensation for furnishing labor, equipment, coordination and all materials such as the multi-port submersible insulated connectors, in-line fuse holder assemblies, waterproof and Tear Resistant cable tags/labels, anti-oxidant for wire connections, and incidentals necessary to complete the work to make operational one luminaire.

68. Luminaire Arm Single Member 6-Ft., Item SPV.0060.23.

A Description

This special provision describes furnishing and installation of the following material as shown in plans and in accordance with the following. All work shall be in accordance with standard spec 651.

B Materials

Fabricated per the City of Milwaukee City Spec. and drawing C-87-76. Bracket arm is 2" schedule 80 Aluminum pipe curved to City Spec's. Mounting plate is either cast aluminum ½" AA#713 or extruded 6063-T6 bar stock.

C Construction

The bracket shall be attached to the pole with two ½" x 13 NC x 1" long stainless steel bolts.

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D Measurement

The department will measure Luminaire Arm Single Member 6-Ft. by the EACH, 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.0060.23

Luminaire Arm Single Member 6-Ft.

EACH

Payment is full compensation for the bracket arm, and all connections. This bid price also includes for furnishing labor, equipment, coordination and all materials and incidentals necessary to complete the work.

69. Luminaire Arms Single Member 8-Ft., Item SPV.0060.24.

A Description

The work under this item is for furnishing and installation of the following material as shown in plans and in accordance with the following. All work shall be in accordance with standard spec 651.

B Materials

Fabricated for the City of Milwaukee per City Spec. see plan set for detail drawing sheet 5 of 5. Bracket Arm Base Coat – Hot Dip Galvanized to ASTM A123

Bracket arm is 2" schedule 80 (2.375" O.D. tubing (0.218" wall)

A501, A513, A618 ASTM Designation, 36 Min. yield (KSI)

Length of arm shaft = 8'-5.19" and curved to City Spec's.

Mounting plate is Simplex plate, A36 ASTM Designation, 36 Min. yield (KSI)

C Construction

The bracket shall be attached to the pole with two $\frac{1}{2}$ " x 13 NC x 1 $\frac{1}{2}$ " long stainless steel hex bolts with two 1 $\frac{1}{4}$ " O.D. stainless steel flat washers, two $\frac{1}{2}$ " stainless steel split lock washers. Anti-seize needs to be applied to the threads of the bolts before assembly.

Apply a thin layer of dielectric grease to the back of the mounting plate of the bracket arm and to the mounting hardware to repel moisture and protects connections against corrosion.

D Measurement

The department will measure this item Luminaire Arms Single Member 8-Ft. by each unit of measure.

E Payment

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

ITEM NUMBER

DESCRIPTION

UNIT

SPV.0060.24

Luminaire Arms Single Member 8-Ft.

EACH

Payment is full compensation for the bracket arm, and all connections. This bid price also includes for furnishing labor, equipment, coordination and all materials and incidentals necessary to complete the work.

70. Equipment Grounding Electrode, Item SPV.0060.25.

A Description

Furnish and install grounding protection to provide personnel and equipment protection against faults, surge currents and lightning transients.

B Materials

Ground Rod – Use ground rods meeting the requirement of UL-467. Ground rods must be made of copper-clad steel with a nominal diameter of 5/8 inches. Ground rod sections must be a minimum of 8 feet in length and manufactured for the sole purpose of providing electrical grounding.

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Grounding Conductors – Use 7 strand #6 AWG copper insulated (green) conductor for electrical protection ground. The grounding conductor shall be continuous without splices from the grounding electrode through the handhole grounding clip of the pole and of minimum length to make connection.

Mechanical bonding – Provide connection to the grounding electrode using G5 acorn ground clamp. Apply an anti-oxidant compound to all mechanical connections.

C Construction

Provide a ground rod assembly driven into the earth at a single point (single point ground). Licensed electrician to install the primary ground rod assembly in an electrical pull box so that the top four inches are accessible for inspection, resistance testing, and maintenance.

D Measurement

The department will measure Equipment Grounding Electrode by each unit, acceptably completed.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.25Equipment Grounding ElectrodeEACH

Payment is full compensation for the grounding electrode and all connections. This bid price also includes for furnishing labor, equipment, coordination and all materials and incidentals necessary to complete the work.

71. Installing City Furnished Luminaire Utility LED 1, Item SPV.0060.26.

A Description

The work under this item is for installing possibly four different wattages of LED utility luminaires with different light distribution as indicated in plans. All work shall be in accordance with standard spec 651.

B Materials

Descriptions of the **Installing City-furnished Luminaire Utility LED Luminaire LED Utility 1 –** with Type **2** distribution

- a.) Signify 1LED2
 - RFS-72W32LED3K-G2-R2M-UNV-DMG-[API137]-[FAWS-016]-PH9-RCD7-[SP2-007]-GY3-(MK)
 - Factory set FAWS at position 4, labeled 1LED2 visible at 30' away.

C Construction

The materials the contractor will be picking up from the Street Lighting Shop, he will need to get the Inventory Transactions Report (ITR) slip from the Street Lighting Project Manager. The contractor is than responsible to contact the Street Lighting Shop Yard Contact Person Shop four working days before to coordinate and provide the exact number of materials needed for pickup. The contractor will need to provide the street lighting shop personnel with the four colored copies of the ITR slip (White, Yellow, Pink, & Gold) that is signed and dated by the contractor.

Street Lighting Shop Yard Contact Person:

Neal Karweik

(414) 286-5943 office / (414) 708-4245 cell

All the materials <u>must</u> be picked up all at one time.

The Street Lighting Shop Yard hours for picking up materials is from 8:00 AM to 2:00 PM Monday through Friday. Contractor must be out of the shop yard by 2:00 PM NO LATER.

Pick up luminaires LED Utility types 2 and 3 from the City of Milwaukee yard located at 1540 W. Canal Street.

The luminaire shall be attached to the luminaire arm using the supplied hardware. Perform all splices and connections required for the operation of luminaire. Use Anti-Seize Lubricant on all the bolt threads.

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Contractor is responsible to scan the QR code of each fixture with the Signify App. at point of installation. Details will be provided by Street Lighting field office contact person.

D Measurement

The department will measure this item by the each (EACH) unit of measure.

E Payment

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

ITEM NUMBER

DESCRIPTION

UNIT

SPV.0060.26

Installing City Furnished Luminaire Utility LED 1

EACH

Payment is full compensation for installing City Furnished luminaires LED Utility, for making all connections, and for all testing.

72. Installing City Furnished Luminaire Utility LED 3, Item SPV.0060.27.

A Description

The work under this item is for installing possibly four (4) different wattages of LED utility luminaires with different light distribution as indicated in plans. All work shall be in accordance with the Wisconsin DOT Standard Specifications for Highway and Structure Construction standard spec 651.

B Materials

Descriptions of the Installing City-furnished Luminaire Utility LED 3

- 1. Luminaire LED Utility 3 with Type 2 and 3 light distribution
 - a.) Signify 3LED2
 - RFM-135W40LED3K-G2-R2M-UNV-DMG-[API-262]-FAWS10-PH9-RCD7-[SP2-007]-GY3 Factory set FAWS at position 10, with 3LED2 label visible at 30' away.
 - **b.)** Signify **3LED3**
 - RFM-135W40LED3K-G2-R3M-UNV-DMG-[API-263]-FAWS10-PH9-RCD7-[SP2-007]-GY3 Factory set FAWS at position 10, with **3LED3** label visible at 30' away.

C Construction

The materials the contractor will be picking up from the Street Lighting Shop, he will need to get the Inventory Transactions Report (ITR) slip from the Street Lighting Project Manager. The contractor is than responsible to contact the Street Lighting Shop Yard Contact Person Shop four working days before to coordinate and provide the exact number of materials needed for pickup. The contractor will need to provide the street lighting shop personnel with the four colored copies of the ITR slip (White, Yellow, Pink, & Gold) that is signed and dated by the contractor.

Street Lighting Shop Yard Contact Person:

Neal Karweik

(414) 286-5943 office / (414) 708-4245 cell

All the materials <u>must</u> be picked up all at one time.

The Street Lighting Shop Yard hours for picking up materials is from 8:00 AM to 2:00 PM Monday through Friday. Contractor must be out of the shop yard by 2:00 PM NO LATER.

Pick up luminaires LED Utility types 2 and 3 from the City of Milwaukee yard located at 1540 W. Canal Street.

The luminaire shall be attached to the luminaire arm using the supplied hardware. Perform all splices and connections required for the operation of luminaire. Use Anti-Seize Lubricant on all the bolt threads.

Contractor is responsible to scan the QR code of each fixture with the Signify App. at point of installation. Details will be provided by Street Lighting field office contact person.

D Measurement

The department will measure this item by the each (EACH) unit of measure.

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E Payment

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

ITEM NUMBER

DESCRIPTION

UNIT

SPV.0060.27

Installing City Furnished Luminaire Utility LED 3

EACH

Payment is full compensation for installing City Furnished luminaires LED Utility Types 0, 1, 2, & 3; for making all connections; for all testing.

73. Remove Luminaire Complete, Item SPV.0060.28.

A Description

This work shall consist of the removal of existing street lighting luminaire as shown in the plans.

B (Vacant)

C Construction

C.1

The contractor is responsible to disconnect all cables and wiring that is mounted on or in the poles and carefully remove luminaire from street light pole.

C.2

Contractor is responsible to protect and deliver the removed LED street lighting equipment to 1540 West Canal Street, Milwaukee, Wisconsin. The contractor should make arrangements for the delivery of this material between the hours of 7:30 AM and 2:30 PM and call 24 hours in advance (telephone (414) 286-5944). No delivery will be accepted after 2:30 PM. Contractor shall properly dispose of HPS materials off site.

D Measurement

The department will measure the Remove Luminaire Complete per pole as each individual, acceptably completed unit.

E Payment

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

ITEM NUMBER

DESCRIPTION

UNIT

SPV.0060.28

Remove Luminaire Complete

EACH

Payment is full compensation for removal of complete measured as provided above, will be paid for at the contract unit price each, which price will be payment in full for the removal of luminaire.

74. Inline 5A Fast Acting Fuse w/Holder, Item SPV.0060.29.

A Description

This standard spec describes materials, general requirements, personnel qualifications, construction methods, and testing requirements used to perform electrical connections/splices required.

All work shall be in accordance with the current Wisconsin Standard Specification for Highway and Structure standard spec 651.

B Materials

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

All materials furnished under this contract for street lighting installation are subject to approval by the City of Milwaukee street lighting engineer. A prototype maybe requested for submittal by the engineer with a cable sample installed and spliced for approval prior to field installation.

The contractor shall furnish a complete list of materials to be furnished and used for street lighting. Such list shall include names and addresses of manufactures, together with catalog numbers, certificates of compliance, specifications, and other product information requests by the engineer. The list shall be

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submitted within 10 calendar days of execution of contract. No material shall be incorporated into the lighting system prior to the written approval of the engineer. Approval does not change the intent of the specifications. The contractor shall not substitute or make changes in material without resubmitting for approval.

Use either the KLM-5 Bussmann Limitron Fast Acting Fuse housed in 1-Pole Midget Fuse Holder HEB-AA Bussmann 10A 600V with 2A0600 Bussmann insulator fuse boot or else an equal fuse assembly compatible with internal raceway of light unit.

C Construction

C.1 General Requirements

Work under items related to the street lighting system shall conform to the National Electrical Code (NEC), 2020 Edition, or the latest edition adopted by the State of Wisconsin, Wisconsin Department of Commerce Chapter Comm 16 (Electrical) State of Wisconsin electrical code, City of Milwaukee code, and these special provisions and good electrical practices. The contractor shall not take advantage of lack of details in plans or these specifications where to do so would conflict with the applicable code and standards.

C.2 Personnel Qualifications

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

C.3 Splices

The contractor shall perform watertight connections at pole's handhole with materials listed or equal on Street Lighting Standard Details 142. Conductor runs shall be continuous between pole locations, and no splicing of conductors outside the pull box will be allowed. The watertight splices shall reside in the pull box and above the wiring coils called for in Street Lighting Standard Details 145. The 2#12UF with ground cable (per luminaire) shall be brought to the pole hand hole where it will be spliced with the riser cable to the light fixture. See luminaire specification for information on the installation of an in-line watertight fuse holder installed in-line with the hot conductor that leads to the luminaire and accessible in pole at the hand hole.

C.4 In Service Distribution Systems

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

C.5 Testing

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

D Measurement

The department will measure this item Inline 5A Fast Acting Fuse with Holder by the each unit of measure. This covers the fuse, holder, and insulated boot in the hand hole of the light pole, and the incidental waterproof connections.

E Payment

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

ITEM NUMBER

DESCRIPTION

UNIT

SPV.0060.29

Inline 5A Fast Acting Fuse with Holder

EACH

Payment is full compensation for furnishing and installing inline fuse holder assemblies and for disposing of surplus material.

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75. Install Poles Type 9, Item SPV.0060.30; Install Poles Type 9 Special, Item SPV.0060.31; Install Poles Type 10, Item SPV.0060.32; Install Poles Type 10 Special, Item SPV.0060.33; Install Monotube Arms 15-FT, Item SPV.0060.34; Install Monotube Arms 30-FT, Item SPV.0060.35; Install Monotube Arms 40-FT Special, Item SPV.0060.36; Install Monotube Arms 45-FT Special, Item SPV.0060.37; Install Luminaire Arms Steel 15-FT, Item SPV.0060.38.

A Description

This special provision describes installing state furnished materials conforming to standard spec 657, details shown in the plans, and as modified in this special provision.

B Materials

The department will furnish the monotube poles and monotube arms. Provide any other necessary material required to complete the installation as the plans show.

C Construction

Install equipment in accordance to standard spec 657.3.

D Measurement

The department will measure Install Poles Type 9, Install Poles Type 9 Special, Install Poles Type 10, Install Poles Type 10 Special, Install Monotube Arms 15-FT, Install Monotube Arms 30-FT, Install Monotube Arms 40-FT Special, Install Monotube Arms 45-FT Special, and Install Luminaire Arms Steel 15-FT by the 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.0060.30	Install Poles Type 9	EACH
SPV.0060.31	Install Poles Type 9 Special	EACH
SPV.0060.32	Install Poles Type 10	EACH
SPV.0060.33	Install Poles Type 10 Special	EACH
SPV.0060.34	Install Monotube Arms 15-FT	EACH
SPV.0060.35	Install Monotube Arms 30-FT	EACH
SPV.0060.36	Install Monotube Arms 40-FT Special	EACH
SPV.0060.37	Install Monotube Arms 45-FT Special	EACH
SPV.0060.38	Install Luminaire Arms Steel 15-FT	EACH

Payment for the Install Poles bid items is full compensation for installing department furnished poles and for providing grounding lugs, fittings, shims, hardware, and other required components the department does not furnish; and for providing and applying touch up paint as necessary to cover all scratches and construction blemishes.

Payment for the Install Monotube Arms bid items is full compensation for installing department furnished arms; for providing high-strength bolt/nut/washer assemblies and DTIs including those required for testing; and for providing related mounting hardware, leveling shims, and other required components the department does not furnish; and for providing and applying touch up paint as necessary to cover all scratches and construction blemishes.

76. Transport Traffic Signal & Intersection Lighting Materials STH 24 & CTH U, Item SPV.0060.39.

A Description

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

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B Materials

Transport materials furnished by the department including: monotube arms and poles.

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

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

C Construction

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

D Measurement

The department will measure Transport Traffic Signal & Intersection Lighting Materials (Location) by the 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.0060.39 Transport Traffic Signal & Intersection Lighting Materials STH 24 & CTH U EACH

Payment is full compensation for transporting the monotube poles and arms.

Installation of these materials is included under a separate pay item.

77. Transport & Install State-Furnished Radar Detection System STH 24 & CTH U, Item SPV.0060.40.

A Description

This special provision describes the transporting and installing of a department furnished traffic signal radar detection system on monotube poles or arms.

B Materials

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

C Construction

Install the department furnished pole/arm mounting brackets, extension arms (if required), and radar units per manufacturer recommendations in the locations determined by the department.

Install the power and communication cable to run continuously (without splices) from the traffic signal cabinet to the pole handhole plus an additional 16-feet in each pull box and an extra 10-feet in the pole handhole. Install the detector unit cable whip from the detector unit to the pole handhole. Splice the detector unit cable whip to the power and communication cable in the pole handhole using the provided junction box.

Mark each end of the lead in the traffic signal cabinet and each cable in the pole handhole to indicate the equipment label (i.e., RA1, RA2, etc.) on the plans. For a cabinet that is not operating the signal, the contractor will terminate the ends. If the cabinet is operating the signal, the cabinet wiring will be done by the department.

Notify department's Electrical Shop at (414) 266-1170 upon completion of the installation and aiming of the radar units.

The department will provide the vendor's contact information. Coordinate directly with the department's radar detection system vendor to arrange for the vendor to program the radar detection system on site. Notify the department and vendor at least five working days prior to the date of programming. Assist the department and vendor with fine adjusting of the radar units during the radar system programming, if necessary.

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D Measurement

The department will measure Transport & Install State-Furnished Radar Detection System STH 24 & CTH U as each intersection, acceptably completed.

E Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0060.40 Transport & Install State-Furnished Radar Detection System STH 24 & CTH U EACH

Payment is full compensation for transporting and installing the radar detection system, cable, mounting hardware, and radar units; assisting the department and vendor during the radar system programming.

78. Removing, Salvaging, & Reinstalling Traffic Signal Equipment STH 24 & Coldspring Rd, Item SPV.0060.41:

Removing, Salvaging, & Reinstalling Traffic Signal Equipment STH 24 & 68th St, Item SPV.0060.42;

Removing, Salvaging, & Reinstalling Traffic Signal Equipment STH 24 & 60th St, Item SPV.0060.43;

Removing, Salvaging, & Reinstalling Traffic Signal Equipment STH 24 & Morgan Ave, Item SPV.0060.44.

A Description

The work under this item shall consist of removing, salvaging, and reinstalling above-ground traffic signal equipment (poles, arms, signal heads, traffic signal cable, mounting hardware) owned by the department, in accordance to the applicable provisions of standard spec 204, 655 and 659.

Specific removal and salvage items are described in the plans and miscellaneous quantities.

B (Vacant)

C Construction

Inspect the pole prior to removing from the existing base. Inform the engineer of any items of concern or potential problems that may interfere with the reuse of the pole, arm or luminaire. Arrange for the removal of the traffic signal equipment after receiving approval from the engineer that the existing equipment can be removed. New bases and base removal will be paid as separate items and are not included herein.

Store the salvaged traffic signal equipment in a secure location as directed by the engineer.

Reinstall the traffic signal equipment on the newly constructed concrete bases as shown on the plans. Furnish and install additional traffic signal cable as necessary to connect to the traffic signal cabinet and restore functionality.

All work shall be in accordance with the latest Standard Specifications and the plans.

D Measurement

The department will measure Removing, Salvaging, & Reinstalling Traffic Signal Equipment (Location) by each intersection, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.41	Removing, Salvaging, & Reinstalling Traffic Signal Equipment STH 24 & Coldspring Rd	EACH
SPV.0060.42	Removing, Salvaging, & Reinstalling Traffic Signal Equipment STH 24 & 68th St	EACH
SPV.0060.43	Removing, Salvaging, & Reinstalling Traffic Signal Equipment STH 24 & 60th St	EACH
SPV.0060.44	Removing, Salvaging, & Reinstalling Traffic Signal Equipment STH 24 & Morgan Ave	EACH

Payment is full compensation for removing traffic signal equipment, storing salvaged items on site, and reinstalling the equipment to original functionality.

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79. Install Fiber Optic Communications in Cabinet STH 24 & Grange Ave, Item SPV.0060.45; Install Fiber Optic Communications in Cabinet STH 24 & 92nd St/Root River Pkwy, Item SPV.0060.46:

Install Fiber Optic Communications in Cabinet STH 24 & 84th Street, Item SPV.0060.47.

A Description

This special provision describes the installation of fiber optic communications equipment in the traffic signal cabinet.

B Materials

The department will furnish pre-terminated fiber optic patch panels or fiber termination panels. The materials will be provided with the traffic signal cabinet. The patch panels will have pre-terminated fiber optic cable pigtails. Provide two each 1-meter lengths of ST-ST single mode fiber jumper (2 fibers per jumper) from the patch panel to the Ethernet switch. Provide all patch panel or termination panel attachment hardware.

Provide a 14 AWG XLP insulated, stranded, copper, 600 volt AC locate wire through the conduit run from the communication vault to the traffic signal cabinet. Connect the locate wire by using a silicone filled wire nut at each pull box, vault or other access point. Alternatively, use a single wire through the access points, leaving a 6 foot coil in each pull box, vault or other access point for splicing. All material under this item shall meet the requirements of standard spec 655.

C Construction

Install the patch panel or termination panel on the side of the traffic signal cabinet opposite the electrical service at a location as approved by the engineer. Install the pre-terminated fiber optic cable in conduit from the patch panel to the communication vault as specified in standard spec 678.3.1. Fiber optic cable ends shall be covered securely to protect open ends during installation in raceways. Leave the remainder of the fiber optic cable coiled in the communication vault.

Install the fiber jumpers and provide a communications link from the FTMS cabinet to the controller.

Connect the locate wire by using a wire nut at each access point. Alternatively, use a single wire through the access points.

D Measurement

The department will measure Install Fiber Optic Communications in Cabinet (Location) as each intersection, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.45	Install Fiber Optic Communications in Cabinet STH 24 & Grange Ave	EACH
SPV.0060.46	Install Fiber Optic Communications in Cabinet STH 24 & 92nd St/Root River Pkwy	EACH
SPV.0060.47	Install Fiber Optic Communications in Cabinet STH 24 & 84th Street	EACH

Payment is full compensation for installing pre-terminated patch panels or termination panels and fiber optic cable in conduit; furnishing and installing attachment hardware, fiber jumpers, and locate wire.

Removal of the existing equipment from the traffic signal cabinet and installation of the ethernet switch are paid for as separate items.

80. Transport & Install State Furnished APS Buttons STH 24 & 60th St, Item SPV.0060.48.

A Description

This special provision describes the transporting and installing of department furnished audible pedestrian signal equipment on traffic signal poles.

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B Materials

Pick up the department furnished audible pedestrian signal equipment at the department's Electrical Shop located at 935 South 60th Street, West Allis. Notify the department's Electrical field unit (EFU) at (414) 266-1170 to make arrangements for picking up the department furnished materials at least five working days prior to material pick-up.

C Construction

Install the department furnished audible pedestrian signal equipment per manufacturer recommendations in the locations determined by the department.

Mark each end of the lead in the traffic signal cabinet and each cable in the pole handhole to indicate the equipment label (i.e., SB1, SB2, etc.) on the plans. For a cabinet that is not operating the signal, the contractor will terminate the ends. If the cabinet is operating the signal, the cabinet wiring will be done by the department.

The department will provide the vendor's contact information. Coordinate directly with the department's audible pedestrian signal equipment vendor to arrange for the vendor to program the system on site. Notify the department and vendor at least five working days prior to the date of programming. Assist the department and vendor with equipment adjustments and setup during the system programming, if necessary.

D Measurement

The department will measure Transport & Install State Furnished APS Buttons as each intersection, acceptably completed.

E Payment

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

ITEM NUMBER

DESCRIPTION

UNIT

SPV.0060.48

Transport & Install State Furnished APS Buttons STH 24 & 60th St

EACH

Payment is full compensation for transporting and installing the audible pedestrian signal equipment and mounting hardware, assisting the department and vendor during the system setup and programming.

Pedestrian signal cable will be paid for as a separate bid item.

81. Transport & Install State Furnished Traffic Signal Cabinet STH 24 & CTH U, Item SPV.0060.49.

A Description

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

B Materials

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

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

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

C Construction

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

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

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D Measurement

The department will measure Transport and Install Traffic Signal Cabinet [Location] as each intersection, acceptably completed.

E Payment

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

ITEM NUMBER DESCRIPTION UNIT

SPV.0060.49 Transport & Install State Furnished Traffic Signal Cabinet STH 24 & CTH U

EACH

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

82. Concrete Bases Type 1 Spread Footing, Item SPV.0060.50.

A Description

This special provision describes Concrete Bases Type 1 Spread Footings conforming to standard spec 654, as the plans show, and as follows.

B Materials

Use materials that conform to standard spec 654.2 for Type 1 signal bases.

C Construction

Construct bases conforming to standard spec 654.3.

D Measurement

The department will measure Concrete Bases Type 1 Spread Footing bid item as each individual base, acceptably completed.

E Payment

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

ITEM NUMBER DESCRIPTION UNIT

SPV.0060.50 Concrete Bases Type 1 Spread Footing EACH

Payment is full compensation for providing concrete bases; for embedded conduit and electrical components; for anchor rods, nuts, and washers; for bar steel reinforcement, if required; for excavating, backfillings, and disposing of surplus materials.

83. Transport & Install State Furnished EVP Detector Heads STH 24 & CTH U, Item SPV.0060.51:

Transport & Install State Furnished EVP Detector Heads STH 24 & 84th St, Item SPV.0060.52:

Transport & Install State Furnished EVP Detector Heads STH 24 & 68th St, Item SPV.0060.53.

A Description

This special provision describes the transporting and installing of department furnished Emergency Vehicle Preemption (EVP) Detector Heads, Confirmation Beacons, and mounting brackets at STH 24 & CTH U.

B Materials

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

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C Construction

Install the EVP detector heads and confirmation beacons as shown on the plans. The department will determine the exact location to ensure that the installation does not create a sight obstruction. Mount the EVP detector heads and wire them per manufacturer instructions. Mount the confirmation beacons and wire them with 3-14AWG Traffic Signal cable in a continuous run from the cabinet to the beacon. For a cabinet that is not operating the signal, the contractor will terminate the ends and install the discriminators and card rack in the cabinet. If the cabinet is operating the signal, the cabinet wiring will be done by the department

Notify the department's Electrical shop at (414) 266-1170 upon completion of the installation of the Emergency Vehicle Preemption (EVP) Detector Heads with Confirmation Beacons.

D Measurement

The department will measure Transport & Install State Furnished EVP Detector Heads STH 24 & CTH U as each intersection, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.51	Transport & Install State Furnished EVP Detector Heads STH 24 & CTH U	EACH
SPV.0060.52	Transport & Install State Furnished EVP Detector Heads STH 24 & 84th St	EACH
SPV.0060.53	Transport & Install State Furnished EVP Detector Heads STH 24 & 68th St	EACH

Payment is full compensation for transporting and installing of department furnished Emergency Vehicle Preemption (EVP) detector heads, confirmation beacons, and mounting brackets.

84. Remove and Reinstall Antenna, Item SPV.0060.54.

A Description

This special provision describes removing and reinstalling an antenna according to the plans.

B Materials

The antenna to be reinstalled will be removed from the pole as called shown on the removal plan.

Coordinate with TAPCO to provide the proper coaxial antenna cable for the entire run back to the cabinet. Provide all materials in conformance with standard spec 651.2, 652.2, 654.2, 655.2, 656.2, 657.2, 658.2, and 659.2.

C Construction

Install the antenna on the pole at the direction of the engineer and WisDOT.

D Measurement

The department will measure Remove and Reinstall Antenna by each, 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.0060.54 Remove and Reinstall Antenna EACH

Payment is full compensation for removing and reinstalling all materials.

85. Removing Existing Median B-40-164, Item SPV.0060.60.

A Description

This special provision describes removing and disposing of the existing raised median on Structure B-40-164. This work shall be according to the applicable provisions of standard spec 204 and as detailed in the plans.

B Materials

Non-shrink grout shall be approved by the engineer.

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C Construction

Remove existing median as detailed in the structure plans and general notes.

After removal of the concrete median, cut exposed reinforcing bars in the area of the overlay flush with concrete. Burn back the embedded reinforcing steel 3 inches minimum and patch with non-shrink grout. Install grout according to manufacturer's instructions. Preserve reinforcing bars in the area of the new median as detailed in the plans.

D Measurement

The department will measure Removing Existing Concrete Median, B-40-164 in units 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.0060.60 Removing Existing Median B-40-164 EACH

Payment is full compensation for removing and disposing of the concrete and reinforcing steel; for burning back the existing reinforcing steel; and for providing and placing non-shrink commercial grout.

86. Expansion Device Modification, Item SPV.0060.61.

A Description

This special provision describes removing and replacing part of the expansion device according to standard spec 502, as shown on the plans, and as hereinafter provided.

B Materials

Conform to standard spec 502.2.7

C Construction

Install the expansion device according to standard spec 502, as shown on the plans, and as recommended by the manufacturer.

D Measurement

The department will measure Expansion Device Modification by each unit, acceptably completed.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.61Expansion Device ModificationEACH

Payment is full compensation for determining existing expansion device dimensions, partially removing existing device, furnishing, and replacing the new expansion device, field welding, and for furnishing and performing all cleaning.

87. Adjusting Water Valve Boxes, Item SPV.0060.80; Adjusting Water Manholes, Item SPV.0060.81.

A Description

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

B Materials

All material for the adjustment of these facilities shall meet City of Milwaukee specifications and will be provided by the City of Milwaukee by contacting Syreeta Woodley, Milwaukee Water Works, at (414) 708-2753 (or Andray DeCordova, Milwaukee Water Works at (414) 286-6302).

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

C Construction

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

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

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

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

D Measurement

The department will measure Adjusting Water Boxes and Adjusting Water Manholes 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 NUMBERDESCRIPTIONUNITSPV.0060.80Adjusting Water Valve BoxesEACHSPV.0060.81Adjusting Water ManholesEACH

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

88. Adjusting CUC Manhole Cover, Item SPV.0060.82.

A Description

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

B Materials

Furnish and install materials that conform to the requirements of standard spec 519 of the standard specifications. The city will supply covers for replacement. Contractor shall contact Karen Rogney at (414) 286-3242 to obtain the "Castings Requisitions Form" required to obtain the covers. Contractor shall contact Ricardo Lopez, Inventory Clerk at (414) 286-6123 prior to obtaining the frames and lids from the DPW Field Headquarters at 3850 N. 35th St. Contractor must have the "Castings Requisitions Form" in hand in order to obtain the castings.

C Construction

Report any pre-existing problems to Mr. Curt Campagna, CUC Manhole Maintenance Manager at (414) 286-5967 three working days in advance of any construction on manholes.

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

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

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

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

After completion of paving, remove the temporary $\frac{3}{4}$ -inch plywood cover or equal which is over the existing electrical cables in the manhole as mentioned above.

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

D Measurement

The department will measure Adjusting CUC Manhole Cover by the Each, 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.0060.82

Adjusting CUC Manhole Cover

EACH

Payment is full compensation for furnishing all required materials, exclusive of frames, grates, or lids available and designated for adjusting; for removing, reinstalling and adjusting the covers; and for furnishing all labor, tools, equipment and incidentals necessary for adjusting each cover, complete in accordance with the requirements of the plans and contract. Payment does not include covers to be adjusted that are damaged and which are rendered unfit for use through the contractor's operations.

89. Sanitary Manhole Seals, Greenfield, Item SPV.0060.83.

A Description

The work under this item shall consist of furnishing and installing internal/external seals for all existing sanitary manholes. The work shall conform to the pertinent requirements of the Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition, as detailed in File No. 12A including sealing the outside of the manhole chimney from the frame down to the corbel.

B Materials

Internal/External Adaptor Seal, as manufactured by Adaptor, Inc., or approved equal, shall meet the material requirements of Chapter 8.42.0 and the performance requirements of standard spec 8.42.4 and 8.42.5 of the Standard Specifications for Sewer and Water Construction in Wisconsin, latest edition.

C Construction

The Internal/External Seals shall be installed according to the manufacturer's recommended installation procedures.

D Measurement

The department will measure Sanitary Manhole Internal/External Seal 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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.83Sanitary Manhole Seals, GreenfieldEACH

Payment is full compensation for furnishing and installing materials, excavation, backfilling, and disposal of surplus materials.

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90. 40 ft. Wood Poles, Item SPV.0060.90.

A Description

This special provision describes furnishing and installing wood poles for temporary lighting as shown on plans and in accordance with requirements of the plans, specifications and contract. All necessary miscellaneous hardware and materials needed to complete the installation of the wood poles are considered incidental. After the projects are completed some wood poles will remain in place that have only the series circuitry overhead cables attached. These wood poles will become the property of the City of Milwaukee Street Lighting.

B Materials

Furnish a Class 4 wood poles conforming to the American Standard Specifications and Dimensions for Wood Poles (ANSI O5.1.), unless the engineer specifies otherwise.

Shaving

All poles shall be machine shaved the entire length.

Gaining and Drilling

Poles shall be slab gained from the top of the pole to a point 48" below the top of the pole. 1st and 2nd gains are to be drilled with a 11/16 "diameter drill. 1st gain 8" from the top of the pole and 2nd gain 24" below 1st gain.

Incising

All poles shall be incised throughout that portion of the pole surface terminating one foot above and two feet below the standard ground line per A.W.P.A. Specifications #C8-73.

Treatment

In accordance to the requirements and recommendations of AWPA Standard C1 and the applicable AWPA Commodity Standards. Do not use Creosote for treatment.

Inspection and Acceptance

An independent inspection agency to check the poles shall be inspected per A.W.P.A. Specifications #M2-83. A certified copy of the test report must be delivered with each load shipped.

A.W.P.A. Designations

Reference to A.W.P.A. designation shall mean the latest revision of the particular A.W.P.A. specification and/or test procedure in effect at time this bid is let for the item/product described herein.

Pea Gravel

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

Chert not over 4% by weight
Coal not over ½% by weight
Clay lump and friable particles not over ½% by weight
Soft fragments not over 1% by weight
Any combination of the above not over 4% by weight
Flat, elongated or laminated pcs. not over 10% by weight

(Flat and elongated particles are those having a length more than five (5) times the average thickness)

Grading requirements of the pea gravel are as follows:

Passing 3/8-inch sieve 95% to 100%
Passing No.4 sieve 25% to 50%
Passing No.8 sieve 0% to 5%

Each unit will require approximately 0.25 cubic yard of pea gravel.

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Grounding Electrode and Conductor

Furnish and install an approved 5/8-Inch diameter x 8-foot-long copper clad grounding electrode per NEC, WSEC, and local utility codes. Run a single unbroken length of stranded bare #6 copper wire from the grounding electrode to the top of wood pole leaving a 2-foot coil. Make the electrical connection between the grounding electrode conductor and grounding electrode by the exothermic weld method.

C Construction

Wood Poles shall be installed to an embedment depth of 6 foot for a 40 ft. pole, and in accordance with plan details. The holes can be bored, hydrovac, or hand dug but all shall be cylindrical. If any part of the hole is within three feet of a buried utility, the holes must be hand dug or hydrovac. No other method of setting poles is acceptable. The poles should be blocked and or raked as noted on the construction drawings.

In some cases, the poles are to be installed in areas of concrete walk. Prior to concrete removal, the concrete is to be saw cut to such size to allow for adequate room for pole and cable installation. Saw cutting for removal should be rectangular in shape. The contractor will be responsible for disposing all debris from excavation and sidewalk removal. The spoils are not to be used as backfill.

There is to be a minimum of a 6-inch bed of tamped pea gravel as a base for the pole. The area around the pole is to be backfilled with pea gravel and be tamped every 12 inches and filled to finished grade.

There will be no extras for these materials, which include such items as hardware, clevises, yokes, and all other materials and devices needed to fully complete the job in a neat and orderly fashion.

All fasteners used to attach items to wood poles will be of the appropriate strength steel which has been hot dipped galvanized.

No cable will be directly attached to any pole. Clevises, yokes and other overhead hardware must be used.

D Measurement

The department will measure 40 ft. Wood Poles by the EACH, acceptably completed.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0060.9040 ft. Wood PolesEACH

Payment is full compensation for shipping to the site, excavating, and placement of pole.

91. Luminaire Arms Single Member 6-Ft Wood Pole Mount, Item SPV.0060.91.

A Description

This special provision describes providing and installation of the following material as shown in plans and in accordance with the following.

B Materials

Furnish 6 ft. Aluminum Mounting Bracket – The aluminum bracket shall be fabricated from 2" aluminum pipe schedule 80. It shall have a 27" rise, and a 9" straight end standard spec that is suited for use with a slipfit luminaire. Wire-The wire shall be copper 2#12 UF with ground wire. One wire shall be black, the other shall be white. The ground wire shall be grounded to fixture. The cable shall conform to NEC Article 339.

Fabricated per City of Milwaukee City Spec. and drawing C-81-27.

C Construction

Mounting height-The height to light center shall be 26' unless otherwise specified on the drawing or indicated in the field by the engineer. The bracket shall be attached to the wood pole with two 3/8"x 3" long) galvanized wood lag bolts, and one 5/8"x (10" to 12" long) galvanized through bolt with galvanized washers and nut.

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D Measurement

The department will measure Luminaire Arms Single Member 6-Ft Wood Pole Mount by the Each, 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.0060.91 Luminaire Arms Single Member 6-Ft Wood Pole Mount

EACH

Payment is full compensation for the bracket arm, and all connections.

92. Installing City Furnished Luminaire Utility LED, Item SPV.0060.92.

A Description

The work under this item is for installing possibly four different wattages of LED utility luminaires with different light distribution as indicated in plans. All work shall be in accordance with standard spec 651.

B Materials

Descriptions of the Installing City-furnished Luminaire Utility LED types 0, 1, 2, and 3

- 1. Luminaire LED Utility 0 with Type 2, and 5 light distribution
 - a.) Signify 0LED2
 - RFS-72W32LED3K-G2-R2M-UNV-DMG-[API158]-[FAWS-021]-PHXL-RCD7-[SP2-007]-GY3-MK)
 - Factory set FAWS at position 2, labeled 0LED2 visible at 30' away.
 - b.) Signify 0LED5
 - RFS-72W32LED3K-G2-5-UNV-DMG-[API287]-[FAWS-021]-PHXL-RCD7-[SP2-007]-GY3-(MK)
 - Factory set FAWS at position 2, labeled 0LED5 visible at 30' away.
- 2. Luminaire LED Utility 1 with Type 2, and 5 light distribution
 - a.) Signify 1LED2
 - RFS-72W32LED3K-G2-R2M-UNV-DMG-[API137]-[FAWS-016]-PH9-RCD7-[SP2-007]-GY3-(MK)
 - Factory set FAWS at position 4, labeled 1LED2 visible at 30' away.
 - **b.)** Signify **1LED5**
 - RFS-72W32LED3K-G2-5-UNV-DMG-[API157]-[FAWS-061]-PH9-RCD7-[SP2-007]-GY3
 - Factory set FAWS at position 4, labeled 1LED5 visible at 30' away.
- 3. Luminaire LED Utility 2 with Type 2, 3, and 5 light distribution
 - a.) Signify 2LED2
 - RFM-135W40LED3K-G2-R2M-UNV-DMG-[API-259]-FAWS4-PH9-RCD7-[SP2-007]-GY3 Factory set FAWS at position 4 with <u>2LED2</u> label visible at 30' away.
 - **b.)** Signify **2LED3**
 - RFM-135W40LED3K-G2-R3M-UNV-DMG-[API-260]-FAWS4-PH9-RCD7-[SP2-007]-GY3 Factory set FAWS at position 4, with **2LED3** label visible at 30' away.
 - c.) Signify 2LED5
 - RFM-135W40LED3K-G2-5-UNV-DMG-[API-261]-FAWS4-PH9-RCD7-[SP2-007]-GY3 Factory set FAWS at position 4, with 2LED5 label visible at 30' away.
- 4. Luminaire LED Utility 3 with Type 2 and 3 light distribution

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a.) Signify - 3LED2

- RFM-135W40LED3K-G2-R2M-UNV-DMG-[API-262]-FAWS10-PH9-RCD7-[SP2-007]-GY3
- Factory set FAWS at position 10, with 3LED2 label visible at 30' away.

b.) Signify - 3LED3

RFM-135W40LED3K-G2-R3M-UNV-DMG-[API-263]-FAWS10-PH9-RCD7-[SP2-007]-GY3
Factory set FAWS at position 10, with <u>3LED3</u> label visible at 30' away.

C Construction

The materials the contractor will be picking up from the Street Lighting Shop, he will need to get the Inventory Transactions Report (ITR) slip from the Street Lighting Project Manager. The contractor is than responsible to contact the Street Lighting Shop Yard Contact Person Shop four working days before to coordinate and provide the exact number of materials needed for pickup. The contractor will need to provide the street lighting shop personnel with the four colored copies of the ITR slip (White, Yellow, Pink, & Gold) that is signed and dated by the contractor.

Street Lighting Shop Yard Contact Person:

Neal Karweik

(414) 286-5943 office / (414) 708-4245 cell

All the materials must be picked up all at one time.

The Street Lighting Shop Yard hours for picking up materials is from 8:00 AM to 2:00 PM Monday through Friday. Contractor must be out of the shop yard by 2:00 PM NO LATER.

Pick up luminaires LED Utility types 2 and 3 from the City of Milwaukee yard located at 1540 W. Canal Street.

The luminaire shall be attached to the luminaire arm using the supplied hardware. Perform all splices and connections required for the operation of luminaire. Use Anti-Seize Lubricant on all the bolt threads

Contractor is responsible to scan the QR code of each fixture with the Signify App. at point of installation. Details will be provided by Street Lighting field office contact person.

D Measurement

The department will measure this item by the each (EACH) unit of measure.

E Payment

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

ITEM NUMBER

DESCRIPTION

UNIT

SPV.0060.92

Installing City Furnished Luminaire Utility LED

EACH

Payment is full compensation for installing City Furnished luminaires LED; for making all connections; for all testing.

93. Pavement Cleanup Project 2120-18-70, Item SPV.0075.01.

A Description

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

B Materials

B.1 Pavement Cleanup

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

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

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

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C Construction

C.1 Surveillance

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

C.2 Pavement Cleanup

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

- STH 24 (SB and NB)
- And all other roadways approved by the department

D Measurement

The department will measure Pavement Cleanup (Project 2120-18-70) by the hour, acceptably completed.

Tickets shall include:

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

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

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV. 0075.01Pavement Cleanup Project 2120-18-70HR

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

sef-104-006 (20170323)

94. Concrete Curb & Gutter 31-Inch, Modified, Item SPV.0090.01.

A Description

This special provision describes constructing Concrete Curb & Gutter 31-Inch, Modified. Perform this work according to the pertinent requirements of standard spec 601 and conform to the construction detail shown in the plans.

B Materials

Furnish materials according to the pertinent requirements of standard spec 601.

C Construction

Construction shall be according to standard spec 601 and as shown in the Construction Details.

D Measurement

The department will measure Concrete Curb & Gutter 31-Inch, Modified by the linear foot, acceptably completed, measured along the flow line of the gutter.

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E Payment

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

ITEM NUMBER

DESCRIPTION

UNIT

SPV.0090.01

Concrete Curb & Gutter 31-Inch, Modified

LF

Payment is full compensation for providing Concrete Curb & Gutter 31-Inch Modified according to standard spec 601.5 and all incidentals necessary to complete the work.

95. Concrete Curb & Gutter Integral 31-Inch, Item SPV.0090.02.

A Description

This special provision describes the construction of Concrete Curb and Gutter Integral 31-inch as hereinafter provided.

B (Vacant)

C Construction

Construct Concrete Curb and Gutter Integral 31-Inch according to the requirements in standard spec 601.3 and as shown on the plans.

D Measurement

The department will measure Concrete Curb and Gutter Integral 31-Inch by the linear foot, acceptably completed.

E Payment

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

ITEM NUMBER

DESCRIPTION

UNIT

SPV.0090.02

Concrete Curb & Gutter Integral 31-Inch

LF

Payment is full compensation for providing Concrete Curb and Gutter Integral 31-Inch according to standard spec 601.5 and all incidentals necessary to complete the work.

96. Cable Type 1#8 AWG 5kV Concentric City Furnished, Item SPV.0090.20.

A Description

The work under this item is for installation of the following material as shown in plans and in accordance with the following. All work shall be in accordance with standard spec 651.

B Materials

Supplied by the City of Milwaukee per City Spec.

Contact person is:

Neal Karweik (414) 708-4245

C Construction

Installation of 1#8 Concentric cable for 2200V constant current circuit in buried conduit. Termination of cable by others.

D Measurement

The department will measure this item by the linear feet unit of measure.

E Payment

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

ITEM NUMBER

DESCRIPTION

UNIT

SPV.0090.90

Cable Type 1#8 AWG 5kV Concentric City Furnished

LF

Payment is full compensation for installing the cable, disposal of debris, and site restoration.

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97. Liquidtight Flexible Nonmetallic Conduit 1-Inch, Item SPV.0090.21.

A Description

This special provision describes furnishing and installing liquidtight flexible nonmetallic conduit for traffic signals and street lighting in accordance to standard spec 652, and as shown in the plan details. All work shall be in accordance with standard spec 651.

B Materials

The liquidtight flexible nonmetallic conduit shall be Type LFNC-B. The conduit shall be nonconductive, noncorrosive to oil, acid, ozone, and alkaline. The conduit shall have a smooth inner surface with integral reinforcement within the conduit wall.

The flexible nonmetallic conduit shall be UL listed for use as indicated in Article 356 of the latest NEC, and for outdoor use and sunlight resistant.

The fittings and adapters shall be of the same manufacturer as the conduit.

C Construction

Install the fittings, adapters, and conduit in conjunction with traffic signals and street lighting. Install per the manufacturer's instructions and as shown on the plans.

D Measurement

The department will measure Liquidtight Flexible Nonmetallic Conduit per size by the linear foot of conduit installed, acceptably completed.

E Payment

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

 ITEM NUMBER
 DESCRIPTION
 UNIT

 SPV.0090.21
 Liquidtight Flexible Nonmetallic Conduit 1-Inch
 LF

Payment is full compensation for furnishing and installing the conduit, including the connectors.

98. Liquidtight Flexible Nonmetallic Conduit 1 ½-Inch, Item SPV.0090.22.

A Description

This special provision describes furnishing and installing liquidtight flexible nonmetallic conduit for traffic signals and street lighting in accordance to standard spec 652, and as shown in the plan details. All work shall be in accordance with standard spec 651.

B Materials

The liquidtight flexible nonmetallic conduit shall be Type LFNC-B. The conduit shall be nonconductive, noncorrosive to oil, acid, ozone, and alkaline. The conduit shall have a smooth inner surface with integral reinforcement within the conduit wall.

The flexible nonmetallic conduit shall be UL listed for use as indicated in Article 356 of the latest NEC, and for outdoor use and sunlight resistant.

The fittings and adapters shall be of the same manufacturer as the conduit.

C Construction

Install the fittings, adapters, and conduit in conjunction with traffic signals and street lighting. Install per the manufacturer's instructions and as shown on the plans.

D Measurement

The department will measure Liquidtight Flexible Nonmetallic Conduit per size by the linear foot of conduit installed, acceptably completed.

E Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0090.22 Liquidtight Flexible Nonmetallic Conduit 1-1/2-Inch LF

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Payment is full compensation for furnishing and installing the conduit, including the connectors.

99. Electrical Cable 4#6/1#8 XLPE Type USE-2, Item SPV.0090.23; Electrical Cable 4#2/1#8 XLPE Type USE-2, Item SPV.0090.24.

A Description

This special provision describes furnishing and installing service cable in accordance with current City of Milwaukee Electrical methods and National Electrical Code standards. The service cable shall consist of five cross-linked polyethylene covered, stranded, copper conductors. All work shall be in accordance with Wisconsin DOT Standard Specifications standard spec 651.

B Materials

2.1.1

Unless otherwise specified, the cable to be furnished shall comply with the manufacture and test requirements of the Insulated Cable Engineers Association (ICEA) Specification No. S-61-402, NEMA WC5, latest revision.

2.1.2 Conductors

The conductors shall be of soft round annealed uncoated stranded copper conductor per ASTM B-3, ASTM B-8, and UL Standard UL-44. Conductors No. 8 A.W.G. or larger shall be stranded. Conductors smaller than No. 8 A.W.G. shall be solid unless otherwise specified. Stranding must meet the requirements of ASTM B8, Class B.

2.2 Insulation

2.2.1 600V

The insulation for cable rated 600V shall be cross XLPE thermosetting chemically crosslinked polyethylene insulation in accordance with industry standard ICEA Pub. No. S-95-658/Nema WC-70 (2009), latest revision, and shall be a nominal 45 mils. thickness. Insulation shall meet the ANSI/ASTM D2220-74 (latest revision) accelerated water absorption requirements and -30°C (-22°F) cold bend test with a separator applied between the stranded conductor and insulation to facilitate cable stripping. The outside diameter of the insulating covering must be circular and extruded concentrically over the conductor.

2.2.2 Nominal Thickness

The nominal insulation thickness around each individual conductor shall be not less than 90% of the thickness specified in the schedule.

2.2.3 Color Code

The insulation compound which covers each conductor making up a cable shall be color coded in conformance with the N.E.M.A. Color Code Standard, unless otherwise specified; however, printed color designations as in I.3.2 or I.3.3. will not be acceptable under this specification (see schedule). <u>Individual cable will be black, white, red, gray and green.</u>

2.3 Marking

2.3.1

Identification for each conductor must be provided by colors in accordance with I.M.S.A. Standards. The outer insulation must be marked with the following information at a minimum: conductor size (AWG), 600V, XLPE, USE-2, manufacturer's name, date of manufacture. All markings must be a minimum of 1/8 inch in height. Marking shall be at approximately 2 foot intervals. A sequential footage marking must be located on the opposite side of the jacket. All marking must be perfectly legible with permanent white ink.

2.4 Round Cable

2.4.1

This cable shall consist of stranded, uncoated, conductors each concentrically encased with a cross linked polyethylene USE-2 rubber insulation.

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2.4.2 Inspection and Tests

Each length of the individual insulated conductor and completed cable shall comply with all requirements of I.C.E.A. Standards S-61-402. Sampling and Test Methods shall be in accordance with Part 6. A certified report of the tests made on the cable to show compliance with this specification may be required prior to shipment. If requested, a sample of the cable covered by the report shall also be submitted.

POWER, CABLE SCHEDULE FOR SPECIFICATION

	4#2/1#8		4#4/1#8	
Size of Conductor	#2	#8	#4	#8
Number of Conductors	4	1	4	1
Number of Wires in Conductor	7	7	7	7
	4	1	4	1
Type of Insulation	Cross-Linked Polyethylene (XLPE)	Cross-Linked Polyethylene (XLPE)	Cross-Linked Polyethylene (XLPE)	Cross-Linked Polyethylene (XLPE)
Insulation Thickness	60 mils	60 mils	60 mils	60 mils
Insulation Voltage Rating	600 volt	600 volt	600 volt	600 volt
	1-black (hot)		1-black (hot)	
Insulation Color Code	1-white (neutral)	1-green (ground)	1-white (neutral)	1-green (ground)
Code	1-red (hot)		1-red (hot)	
	1-gray (neutral)		1-gray (neutral)	
Non-Hydroscopic Fill	No	ne	None	
Moisture Resisting Sheath				
Jacket Thickness	No	ne	None	
	4#6/1#8		4#8/1#8	
Size of Conductor	#6	#8	#8 #8	
Number of Conductors	4	1	4	1
Number of Wires in Conductor	7	7	7 7	
	4	1	4	1
Type of Insulation	Cross-Linked Polyethylene (XLPE)	Cross-Linked Polyethylene (XLPE)	Cross-Linked Polyethylene (XLPE)	Cross-Linked Polyethylene (XLPE)

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	4#2/1#8		4#4/1#8	
Insulation Thickness	Thickness 60 mils 60 mils		60 mils	60 mils
Insulation Voltage Rating	600 volt	600 volt	600 volt	600 volt
Insulation Color Code	1-black (hot) 1-white (neutral) 1-red (hot) 1-gray (neutral)	1-green (ground)	1-black (hot) 1-white (neutral) 1-green (gro 1-red (hot) 1-gray (neutral)	
Non-hydroscopic Fill	None		None	
Moisture Resisting Sheath				
Jacket Thickness	None		None	

All conductors shall be uncoated annealed soft copper.

C Construction

The cable shall be installed in HDPE, PVC, and Liquidtight Flexible Non-Metallic conduit when indicated on plans. Any turf damage during installation of cable shall be restored (grass, asphalt or concrete) by the contractor, All splices in luminaires, pull boxes, and transformer bases / hand holes, must be completed by the contractor unless otherwise designated on plans. Do not splice directly in underground or conduit. Do not leave wire or cable ends uncovered or submerged in water. If the engineer observes this condition, the engineer may reject the entire length of cable or wire. Make all electrical connections and splices in the luminaire, pole or transformer base with approved pressure or compression type fittings. Cover tape with a liberal coating of an electrical varnish or sealant providing flexible protection from oil, moisture, and corrosion. Obtain the engineer's approval of this electrical coating before using. Extend wire for termination 15 inches beyond the pole hand hole. Make all electrical splices in the pull box with pre-approved insulated direct burial and submersible multi-port splice and tap connectors with wire range 2/0 - #14 AWG.

For all cables entering each pull box/vault, provide an extra loop, approximately 3 feet in length, to remain in each pull box/vault. This loop of cable is in addition to the amount needed to reach from the entrance conduit raceway end to the opening in the exiting conduit raceway.

When there is more than one circuit, bundle the circuit conductors with nylon cable ties or engineer approved electrical tape at access points.

At each pull box, identify the line side of each circuit with an attached tag using a fade-resistant waterproof black marker pen and provide the following Info:

Circuit ID: (Cir.WD-E)

Line Side coming from unit street light unit is on: (Street Name)

Side of street light unit is on: (N,S,E,or W)

Number of street lighting units from nearest crossing street: (1,2,3,4,5)

Direction from the nearest crossing street: (*N*,*S*,*E*,*or W*)

Name of the nearest crossing street: (Street Name)

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Example of Tag Info:

Cir.WD-E,

Line Side from: W. Canal St. / N. / 1 / W. /of Potawatomi Cir.

Install conductors in continuous lengths without splices from termination to termination. The contractor may only splice at pull boxes that connect to light poles by using pre-approved insulated direct burial and submersible multi-port splice and tap connectors with wire range 2/0 - #14 AWG. At locations where no pull box or transformer bases exist, splice at the hand-holes in poles.

D Measurement

The department will measure Electrical Cable 4#6/1#8 XLPE Type USE-2 and Electrical Cable 4#2/1#8 XLPE Type USE-2 by the linear feet, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0090.23	Electrical Cable Type 4#6/1#8 XLPE Type USE-2	LF
SPV.0090.24	Electrical Cable Type 4#2/1#8 XLPE Type USE-2	LF

Payment is full compensation for furnishing and installing the cable, disposal of debris, and site restoration.

100. 3" HDPE Conduit, Item SPV.0090.25.

A Description

This special provision describes providing high density polyethylene HDPE conduit for lighting, and/or other electrical work.

B Materials

Furnish electrical conduit and fittings with a UL or NRTL label on each piece installed.

High-Density Polyethylene HDPE Conduit

Furnish orange, smooth, high-density polyethylene (HDPE), solid-wall conduit rated for outdoor and underground use conforming to ASTM F2160. Use the size the plans show with a size-to-diameter ratio (SDR) of 11.

The construction and testing of the conduit must comply with applicable EIA/TIA, ANSI, and ASTM standards.

Furnish bends, adapters, couplings, fittings, and other materials used to install conduits. They are to meet duct manufacturer's installation recommendations.

Pull Tape

Provide pull tape for empty ducts in the run. The pull tape must have documentation as duct cutting resistant, tensile strength of greater than 1,500 pounds, nominal width of 5/16 inch, and marked every foot. Dry silk or equal.

Contractor must submit a certificate of compliance certifying that the conduit rigid nonmetallic as furnished conform to the above requirements. Send a copy of the certificate of the conduit rigid nonmetallic to:

City of Milwaukee
Infrastructure Services Division
Transportation Section
Street Lighting & City Underground Conduit
841 N. Broadway (Room 920)
Milwaukee WI, 53202

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C Construction

General

Use conduit of the nominal inside diameter the plans show. Make each run of conduit the distance the plans show or as the engineer directs. Install each run of conduit between adjacent access points using one size for its entire length. A run is the conduit from pull box to pull box, junction box to junction box, or pull box to junction box. If the engineer approves, the contractor may substitute a larger size of conduit than the contract shows for that run.

Install pull tape in each conduit run that will receive future conductors as the conduit is laid.

Cap or plug rigid nonmetallic conduit immediately after installation, unless the conduit terminates in a pull box, and keep capped or plugged until installing the wire or cable.

Install end bells on rigid nonmetallic conduit raceway access points before installing pull tape or cable. Ream non-metallic conduits to eliminate internal sharp edges before installing end bells.

Excavate trenches true to line and grade to provide the conduit uniform bearing throughout its length. Do not backfill the trench before inspecting the conduit. Carefully tamp the backfill in place as specified for placing backfill in layers in standard spec 651.3. Place at least 0.7 cubic feet of size No. 2 coarse aggregate conforming to standard spec 501.2.7.4.2 directly under each drainage hole.

Installing HDPE Conduit

Install conduit by directional boring or trenching.

Do not exceed the minimum bending radius of the cable installed in the conduit. Do not pull cable over edges or corners, over or around obstructions, or through unnecessary curves or bends.

Use directional bore installations if the contract specifies.

Repairs are not allowed. Remove broken, chipped, cracked, or impaired lengths of fittings or conduit and replace with new materials. Do not install conduit above ground or on structures.

Marking and Inspecting

Mark the location of each conduit as the plans show.

After the conduit installation is complete, inspect each installed conduit before any wire is pulled. During this inspection, ensure that the conduit raceway is fully open for its entire length. Replace any conduit that the engineer determines is crushed, damaged, or unsatisfactory.

If the engineer directs, expose the conduit at a randomly selected conduit arrow mark. If the distance from that conduit's centerline to a plumb line projected down from the tip of the arrow mark is more than 6 inches, expose all arrow marked conduits. Destroy arrow marks not meeting the 6-inch limit and remark the conduit.

D Measurement

The department will measure 3" HDPE Conduit by the linear foot, acceptably completed.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0090.253" HDPE ConduitLF

Payment is full compensation for furnishing and installing the conduit, including any necessary connectors.

101. Fiber Optic Warning Tape, Item SPV.0090.30.

A Description

This special provision describes furnishing and installing fiber optic warning tape above all conduit containing fiber optic cable.

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B Materials

Provide underground warning mesh that is constructed of polypropylene and is fluorescent orange in color. Provide 6-inch detectable marking tape that has the words "Buried Fiber Optic Cable" and is orange in color.

C Construction

Lay underground warning mesh above all underground conduits, 12-inches below grade. The width of the warning mesh shall be the same as the width of the trench. Lay directly above the underground warning mesh, a 6-inch detectable marking tape that has the words "Buried Fiber Optic Cable" and is orange in color.

D Measurement

The department will measure Fiber Optic Warning Tape in length by the linear foot of tape, measured along the centerline of the conduit.

E Payment

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

ITEM NUMBER

DESCRIPTION

UNIT

SPV.0090.30

Fiber Optic Warning Tape

LF

Payment is full compensation for furnishing and installing the marking tape; properly disposing of surplus materials.

102. Strip Seal Gland Replacement, Item SPV.0090.41.

A Description

This special provision describes removing and replacing the strip seal gland according to standard spec 502, as shown on the plans, and as hereinafter provided.

B Materials

Provide a minimum elastomeric strip seal thickness of $\frac{1}{4}$ inch for non-reinforced elastomeric glands, and $\frac{1}{8}$ inch for reinforced glands. Furnish the strip seal gland in lengths suitable for a continuous one-piece installation at each individual expansion joint location. Provide preformed polychloroprene strip seals that conform to the requirements of ASTM D5973, and have the following physical properties:

Property Requirements	Value	Test Method
Tensile Strength, minimum	2000 psi	ASTM D412
Elongation at Break, minimum	250%	ASTM D412
Hardness, Type A, Durometer	60±5 pts.	ASTM D2240
Compression Set, 70 hours at 212°F, maximum	35%	ASTM D395 Method B Modified
Ozone Resistance, after 70 hours at 100°F under 20% Strain, with 100 pphm ozone	No cracks	ASTM D1149
Mass Change in Oild #3 after 70 hours 212°F, maximum	45%	ASTM D471

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The manufacturer and model number shall be one of the following approved strip seal expansion device products and shall be compatible with the existing extrusion:

	Model Number for Strip Seal Gland Size*				
Manufacturer	4-Inch 5-Inch 6		6-Inch		
D.S. Brown	SSA2-A2R-400	SSA2-A2R-XTRA	SSA2-A2R-XTRA		
R.J. Watson	RJA-RJ400	RJA-RJ500	RJA-RJ600		
Watson Bowman	A-SE400	A-SE500	A-SE800		
Commercial Fabricators	A-AS400	-	-		

^{*}expansion device strip seal gland size shall match existing

Furnish manufacturer's certification for production of elastomeric represented showing test results for the cured material supplied and certifying that it meets all specified requirements.

Furnish manufacturer's certification for adhesive attesting the materials meet the specification requirements.

C Construction

Install the elastomeric strip seal gland with tools recommended by the manufacturer, and with a lubricant adhesive conforming to the requirements of ASTM D4070.

D Measurement

The department will measure Strip Seal Gland Replacement by the linear foot, acceptably completed.

E Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0090.90.41 Strip Seal Gland Replacement LF

Payment is full compensation for determining existing gland dimensions, removing existing strip seal, furnishing and replacing the new strip seal gland, and for furnishing and performing all cleaning.

103. Cable Type 1#6 AWG 5kV, Item SPV.0090.90.

A Description

This special provision describes furnishing, installing and connecting electrical cable type 1#6 AWG 5kV (1#6 Primary Line Wire) overhead series primary cable complete with all splicing, identifications, and terminations, and conforming to standard spec 651.

B Materials

Electrical Cable Type 1#6 AWG 5kV – overhead series primary cable shall conform to the City of Milwaukee specifications. The cable provided will be a 5kV voltage rated #6 solid, WP, Copper and Cross Linked Poly, Black overhead cable.

Furnish electrical cable type 1#6 AWG 5kV non-shielded overhead series primary cable for continuous conductor temperature of 90 degrees Celsius, rated for wet or dry conditions, and aerial spanning of non-shielded cable at voltages of 2001 volts and above.

C Construction

Install electrical cable 1#6 AWG 5kV overhead series primary cable as shown on street lighting temporary design plan. The overhead installation shall conform to standard spec 661.2.1.4 when attaching to wood poles.

Contractor to provide all necessary cable connector hardware, clevis, insulators, and splicing materials required to make watertight connections.

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Temporary overhead cable and facilities as shown on temporary lighting plans will remain in place until after the permanent underground conduit, pull boxes, and cable have been installed and all circuitry has been inspected and energized and finally accepted by the City of Milwaukee Street Lighting Construction Supervisor.

D Measurement

The department will measure Installing Electrical Cable Type 1#6 AWG 5kV in length by the linear feet in place. Measurement will be made in a straight line between changes in direction and to the centers of poles. Sag of the aerial cable or vertical cable will not be measured for payment. The rewiring to facilitate relocation of the cable due to staging or other construction requirements will not be measured for payment.

E Payment

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

ITEM NUMBER DESCRIPTION UNITS
SPV.0090.90 Electrical Cable Type 1#6 AWG 5kV LF

Payment is full compensation for furnishing and installing the cable, disposal of debris, and site restoration.

104. Electrical Cable Type 3#6 AL Triplex, Item SPV.0090.91.

A Description

This special provision describes Furnish and install service cable in accordance with current City of Milwaukee Electrical methods and National Electrical Code standards. All work shall be in accordance with standard spec 651.

B Materials

B.1.1

#6 Triplex ASCR (Aluminum conductor steel reinforced)

B.1.2.

#6 stranded aluminum wires with 3/64 polyethylene insulation 7 strands

1 #6 bare neutral, 6 strands of Aluminum conductors around a steel messenger, ASCR 6/1

B.1.3.

Voltage of 600 volts phase-to-phase or less and at conductor temperatures not to exceed 75°C for polyethylene insulated conductors or 90°C for crosslinked polyethylene (XLP) insulated conductors.

B.1.4.

Service drop cable meets or exceeds the following ASTM specifications:

- B-230 Aluminum Wire, 1350-H19 for Electrical Purposes.
- B-231 Aluminum Conductors, Concentric-Lay-Stranded.
- B-232 Aluminum Conductors, Concentric-Lay-Stranded, Coated Steel Reinforced (ACSR).
- B-399 Stranded 6201-T81 Aluminum Alloy Conductors.
- B-901 Compressed Round Stranded Aluminum Conductors Using Single Input Wire.

B.1.5.

Conductors are concentrically stranded, compressed 1350-H19 aluminum. Insulated with either polyethylene or crosslinked polyethylene (XLP). Neutral messengers are concentrically stranded 6201, AAC, or ACSR. Cable meets or exceeds all applicable requirements of ANSI/ICEA S-76-474.

C Construction

The cable shall be installed to supply power, usually from a pole, to the user's service head where connection to the service entrance cable is made. All splices must be completed by the contractor unless otherwise designated on plans.

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D Measurement

The department will measure Electrical Cable Type 3#6 AL Triplex by the linear foot, acceptably completed.

E Payment

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

ITEM NUMBER

DESCRIPTION

UNIT

SPV.0090.91

Electrical Cable Type 3#6 AL Triplex

LF

Payment is full compensation for furnishing and installing the cable, disposal of debris, and site restoration.

105. Electrical Cable Type 2#2/1#4 AL Triplex, Item SPV.0090.92.

A Description

Furnish and install service cable in accordance with current City of Milwaukee

Electrical methods and National Electrical Code standards. All work shall be in accordance with standard spec 651.

B Materials

B.1.1

2#2/1#4 Triplex ASCR (Aluminum conductor steel reinforced)

Unless otherwise specified, the cable to be furnished shall comply with the manufacture and test requirements of the Insulated Cable Engineers Association (ICEA) specifications No S-61-402, NEMA WC5, and No S-66-524 NEMA WC7, latest revisions.

B.1.2

2 #2 stranded aluminum wires with 3/64 polyethylene insulation 7 strands

1 #4 bare neutral, 6 strands of Aluminum conductors around a steel messenger,

ASCR 6/1

B.1.3 Voltage

Voltage of 600 volts phase-to-phase or less and at conductor temperatures not to exceed 75°C for polyethylene insulated conductors or 90°C for crosslinked polyethylene (XLP) insulated conductors.

B.1.4 Specifications

Service drop cable meets or exceeds the following ASTM specifications:

- B-230 Aluminum Wire, 1350-H19 for Electrical Purposes.
- B-231 Aluminum Conductors, Concentric-Lay-Stranded.
- B-232 Aluminum Conductors, Concentric-Lay-Stranded,

Coated Steel Reinforced (ACSR).

- B-399 Stranded 6201-T81 Aluminum Alloy Conductors.
- B-901 Compressed Round Stranded Aluminum Conductors Using Single Input Wire.

B.1.5 Insulated Conductors

All Aluminum conductors are concentrically stranded and shall be Class A or Class B 3%compressed 1350-H19 aluminum. Solid conductors shall be H16 temper.

B.1.6 Insulation

Shall be 600V either black extruded high molecular weight polyethylene (PE) or black extruded crosslinked polyethylene (XLP). Insulation shall be a nominal 45 mils thickness.

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B.1.7 Bare Neutral Messenger

Neutral messengers are concentrically stranded 6201, AAC, or ACSR. Cable meets or exceeds all applicable requirements of ANSI/ICEA S-76-474. The direction of lay of the outer layer is right hand.

B.1.8 Protection of Ends

Before shipment, the ends of all wire and cable shall be carefully sealed to protect the insulation from moisture. Both ends of the wire and cable shall be accessible for testing but shall be covered and protected from injury.

B.1.9 Lengths

Ten percent of the reels of any one item may be shipped in random length of not less 50% of the specified nominal length. This tolerance is permitted so that the cable manufacturers may avoid brazing together lengths of copper conductor. All conductors shall be free from brazes or splices.

B.1.10 Service Drop Cable Schedule

Triplex Service Drop 600 Volt PE or XLP ASCR reduced size neutral messenger.

CITY WEIGHT OF LBS/MILW 1000' P/N CABLE	CODE WORD	SIZE AWG	NO# WIRE	INSUL (INS)	BARE NTRL SIZE AWG	BARE NTRL NO# WIRE	REEL LNG (FT)	WGHT LBS/ 1000' ALUM
3400-032	Cockle 2	7	0.045	4	6/1	1800'	163	227
3400-034 154	Strombus	4	7	0.045	6	6/1	1500'	103
3400-036	Voluta 6*	7	0.045	6	6/1	2200'	73	116

^{*} ACSR Full Size Neutral Messenger

C Construction

The cable shall be installed to supply power, usually from a pole-mounted transformer, to the user's service head where connection to the service entrance cable is made. All splices must be completed by the contractor unless otherwise designated on plans.

D Measurement

The department will measure this item by the linear foot unit of measure.

E Payment

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

ITEM NUMBER

DESCRIPTION

UNIT

SPV.0090.92

Electrical Cable Type 2#2/1#4 AL Triplex

LF

Payment is full compensation for furnishing and installing the cable, disposal of debris, and site restoration.

106. Modular Block Wall Repair, Item SPV.0165.40.

A Description

This special provision describes furnishing materials and erecting a permanent earth retention system according to the lines, dimension, elevations and details as shown on the plans and provided in the contract.

B Materials

B.1 Proprietary Wall Systems

The supplied wall system must be from the department's approved list of Modular Block Gravity Wall systems. Proprietary wall systems must conform to the requirements of this specification and be pre-approved for use by the department's Bureau of Structures. The department maintains a list of pre-approved proprietary wall systems. See the approved products list titled "Proprietary Retaining Wall System Vendors." The name of the pre-approved proprietary wall system selected shall be furnished to the engineer within 25 days after the award of contract. The department also maintains a separate list of plants pre-approved by the department to provide wall facing units. See the approved products list titled

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"Precast Concrete and Block Fabricators." The identity of the plant manufacturing the facing units shall be furnished to the engineer at least 14 days prior to the project delivery.

To be eligible for use on this project, a system must have been pre-approved by the Bureau of Structures and added to that list prior to the bid closing date. To receive pre-approval, the retaining wall system must comply with all pertinent requirements of this provision and be prepared according to the requirements of Chapter 14 of the department's LRFD Bridge Manual. Information and assistance with the pre-approval process can be obtained by contacting the Bureau of Structures, Structures Maintenance standard spec at the following email address: DOTDLStructuresFabrication@dot.wi.gov.

To be eligible to provide wall facing units for this project, a block manufacturing plant must be preapproved by the Bureau of Technical Services and added to that list prior to the bid closing date. Information and assistance with the pre-approval process can be obtained by contacting the Bureau of Technical Services at the following email address: DOTProductSubmittal@wisconsin.gov.

B.2 Submittal Requirements

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

The plans and shop drawings shall be prepared on reproducible sheets 11 inch x 17 inch, including borders. Each sheet shall have a title block in the lower right corner. The title block shall include the WisDOT project identification number and structure number. All plans and shop drawings shall be signed, sealed and dated by a professional engineer licensed in the State of Wisconsin.

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

B.3 Wall System Components

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

B.3.1 Wall Facing

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

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

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

The top course of facing units shall be as noted on the plans and shall be solid precast concrete unit designed to be compatible with the remainder of the wall. The finishing course shall be bonded to the underlying facing units with a durable, high strength, flexible adhesive compound compatible with the block material.

Block dimensions may vary no more than ±1/8 inch from the standard values published by the manufacturer. Blocks must have a minimum width (front face to back face) of 8 inches. The minimum front face thickness of blocks shall be 4 inches measured perpendicular from the front face to inside voids greater than 4 square inches. The minimum allowed thickness of any other portions of the block is 1¾ inches. The front face of the blocks shall conform to existing blocks for color, texture, or patterns.

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

All block materials shall be furnished palleted and banded, with every pallet marked for quantity, lot number, lot size, manufacturing plant, and manufacturing date(s). Materials furnished loose or unmarked will be rejected. Rejected materials shall be removed from the project at no cost to the department.

B.3.1.1 Material Testing

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

Test	Method	Requirement	
Test	Wethod	Dry-cast	Wet-cast
Compressive Strength (psi)	ASTM C140 or ASTM C39 ^[4]	5000 min.	4000 min.
Air Content (%)	AASHTO T152 ^[4]	N/A	6.0 +/-1.5
Water Absorption (%)	ASTM C140 ^[3]	6 max.	N/A
Freeze-Thaw Loss (%) 40 cycles, 5 of 5 samples 50 cycles, 4 of 5 samples	ASTM C1262 ^{[1][2][3]}	1.0 max. 1.5 max.	N/A

- Test shall be run using a 3% saline solution and blocks greater than 45 days old.
- [2] Test results that meet either of the listed requirements for Freeze-Thaw Loss are acceptable.
- [3] An independent testing laboratory shall control and conduct all sampling and testing under ASTM C140/Water Absorption and ASTM C1262. Prior to sampling, the manufacturer shall identify materials by lot. Five blocks per lot shall be randomly selected for testing. Solid blocks used as a finishing or top course shall not be selected. The selected blocks shall remain under the control of the person who conducted the sampling until shipped or delivered to the testing laboratory.
- The manufacturer may perform their own quality control testing under ASTM C140/Compressive Strength, ASTM C39, and AASHTO T152, if qualified for this work under the requirements for plant certification.

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

The certified test report shall include the following:

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

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

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

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C Construction

C.1 Wall Components

Erect wall facing units and other associated elements according to the wall manufacturer's construction guide and to the lines, elevations, batter, and tolerances as shown on the plans. Fill formed voids or openings in the facing units with wall backfill, Type A. Remove all debris on the top of each layer of facing units, before placing the next layer of facing units.

Install all pins, rods, clips, or other devices used to develop mechanical interlock between facing unit layers according to the manufacturer's directions.

D Measurement

The department will measure Modular Block Wall Repair by the square foot, acceptably completed. The department will compute the measured quantity from the theoretical pay limits the contract plans show.

E Payment

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

ITEM NUMBER DESCRIPTION UNIT SPV.0165.40 Modular Block Wall Repair SF

Payment is full compensation for supplying shop drawings; preparing the site, including all necessary excavation and disposal of materials; supplying all necessary wall components to produce a functional wall system including cap, copings, constructing the retaining system and providing temporary drainage.

107. Fiber Wrap Reinforcing Non-Structural, Item SPV.0165.41.

A Description

This special provision describes providing non-structural protection using externally bonded, high-strength, fiber reinforced polymer (FRP) composite/epoxy resin systems field-applied per the details shown on the plans.

B Materials

Furnish a glass or carbon composite fabric that is a continuous unidirectional filament woven fabric with a primary fiber of electrical (E) glass or carbon, respectively.

Use a two-component, solvent-free with 0% Volatile Organic Compound (VOC) epoxy that is supplied by the manufacturer. Polyester resin shall not be allowed as a substitute for epoxy resin. Deliver epoxy materials in factory sealed containers with the manufacturer's labels intact and legible with verification of the date of manufacture and shelf life.

The protective top coating shall be concrete gray in color and match the color of the adjacent unwrapped concrete. Protective top coating shall be vapor permeable and UV resistant.

The use of more than one FRP system in an application is not permitted. All components, including primer, putty, filler, protective coating, and other materials, shall be compatible with the FRP system.

Store products in a protected area at a temperature between 40°F and 100°F with no moisture contact, no UV exposure, protected from dirt, chemicals, and physical damage, and according to the manufacture's requirements. Do not use components exceeding their shelf lives.

Provide the following to the engineer:

- The manufacturer's data sheet indicating physical, mechanical and chemical characteristics
 of all materials used in the FRP system including the primer, putty, resin, saturant, fibers, and
 top coating.
- The manufacturer's Material Safety Data Sheets (MSDS) for all materials used.
- The manufacturer's instructions for installation and repair, including information on lap details if required.
- The manufacturer's storage and handling requirements of all materials.

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Supplied composite fabric and epoxy resin products must have a minimum of 10 installations. Furnish proof of successful installations including date of construction and owner references. Furnish certified test reports including 1000 hour tests for 140°F, water, and salt water.

C Construction

C.1 Certified Applicators

Installers shall have a minimum of three years of experience performing similar FRP composite strengthening and be trained and certified by the manufacturer of the supplied FRP composite/epoxy resin system being used. Submit a list of completed surface bonded FRP composite strengthening projects completed with the manufacturer's FRP composite system in the past three years. The list shall include a minimum of 10 projects with the proposed FRP system, the dates when work was performed, general description of work, quantity of work and owner references. Provide written verification from the FRP composite manufacturer that the applicator has received the required training and is a certified installer by the FRP manufacturer.

C.2 Surface Preparation

Remove spalled and loose concrete.

Grind uneven surfaces or protrusions until smooth. Any corners or edges shall be rounded over to a minimum radius of 1/2-inch. This requirement also applies to beveled edges which must be ground smooth to eliminate sharp spots.

Per standard spec 509, treat any areas of active corrosion of the reinforcement and patch the concrete surface so as to restore it to its original dimensions. When patching the concrete substrate, remove defective concrete down to sound concrete; the extents of the area to be removed and patched shall be 1/2-inch beyond the boundary of the distress on all sides. If there is a loss of bond between the reinforcing steel and the concrete, remove the surrounding concrete to a depth equal to the greater of 3/4-inch or the maximum aggregate size plus 1/4-inch. If surface repair is performed, allow patches to cure a minimum of 10 days before FRP application or until the surface moisture is less than 4%. This work to be paid for under separate bid items per the plans.

Epoxy inject cracks in the concrete larger than 0.25 mm in width at least 24 hours prior to FRP installation. Seal cracks smaller than 0.25 mm in width in aggressive environments at the direction of the engineer. This work to be paid for under a separate bid item per the plans.

Preserve and utilize the required existing reinforcing steel, and blast clean, realign, and retie as the engineer directs. If additional reinforcement is required, use grade 60 steel conforming to AASHTO M31 and standard spec 505.2. Repair damage to existing, epoxy-coated reinforcement conforming to 509.3.1.

The concrete surface shall be clean, and free of any material that could interfere with bonding, such as dirt, grease, wax, etc. The surface must also be free of moisture with a maximum moisture content of 4%. Immediately prior to bonding, all contact surfaces shall receive a final cleaning by hand or oil-free compressed air to remove any residual dust, powder residue or laitance.

C.3 Installation

A minimum of two layers are required.

Place FRP only under the following conditions or per manufacturer's recommendation:

- Ambient temperature and the temperature of the epoxy resin components shall be between 55°F and 90°F during the entire application process.
- Relative humidity less than 85%.
- Surface temperature more than 5°F above the dew point.
- Moisture level of all contact surfaces, included patched areas, less than 4% unless the resin has been specifically formulated for wet applications.

Unless directed otherwise by the engineer, install the FRP after all dead loads have been applied to the bridge. Do not install FRP while the component being repaired is subjected to live loads.

Apply, per manufacturer's instructions, a system-compatible putty as required to fill uneven surfaces or recesses. Depending on the manufacturer, this putty may be applied before or after the primer.

Apply the primer coat uniformly to the substrate using a roller or trowel. Primed and puttied surface shall be protected from all contaminants (i.e., dust, moisture, etc.) prior to the application of the fiber wrap.

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Mix the components of the epoxy resin with a mechanical mixer and apply the epoxy resin uniformly to the fiber at a rate that ensures complete saturation of the fabric. Apply saturating resin uniformly to the prepared substrate. Begin resin application within one hour after the batch has been mixed. Use all resin within the pot life as specified by the manufacturer.

Apply the fabric per manufacturer's recommendation. Handle fiber wraps in a manner to maintain fiber straightness and prevent fiber damage. Any kinks, folds, or severe waviness will not be accepted. Use rollers or hand pressure to remove any air trapped between the fabric and the concrete, or between fabric plies. Rolling must be parallel to the direction of the fibers to avoid fiber misalignment or damage. Do not use metal serrated rollers because they can damage the FRP fabric.

Stagger the joints between layers so that a continuous sheet in one layer will span the joints of the sheets in the layer below. If multiple layers cannot all be placed in one day, defer to the manufacturer to determine the extent of the cure and surface preparation required for the previously placed layers required before proceeding. If required, laps shall be per manufacturer's instructions, with a minimum edge lap of 6 inches and a minimum end lap of 12 inches. Laps should be staggered between layers.

Cover the final layer of fabric with a coat of epoxy that produces a uniform finished surface per manufacturer's instructions.

Cure per manufacturer's instructions. The FRP system shall be protected from weather, large temperature variations, moisture, sand, dust, and other foreign particles during curing. Do not allow the system to be subjected to live loads until it is completely cured. Defer to manufacturer's instructions regarding the degree of cure which must be achieved before additional dead loads can be applied to the wrapped member.

An additional protective coating is required to protect the fibers from the elements, specifically UV radiation, and to give the final aesthetic effect. Install protective coating per manufacturer's instructions after the field inspection described in standard spec C.4.2 has been conducted. To prepare the FRP surface to receive the coating, clean and roughen the exterior surfaces of the composite wrap using a light abrasive after the final epoxy coat is completely polymerized. The abrasive shall be of the appropriate hardness to roughen the surface without damaging the fibers. Remove all dust, dirt, and other bond inhibiting materials and dry all cleaned and roughened surfaces.

C.4 Testing and Acceptance

C.4.1 Records and Sampling

The contractor shall record the following information for each installation:

- Date, time, and specific location of installation.
- Surface preparation methods.
- Widths and lengths of cracks not injected with epoxy.
- Material information including product used, fiber and resin lot/batch numbers, mixture ratios, mixing times, etc.
- Ambient temperature, relative humidity, and general weather observations at the beginning and end of each installation.
- Concrete surface temperature, concrete moisture content, and surface cleanliness.
- Number of FRP layers used and fiber orientation of each layer.
- Square footage of fabric and volume of epoxy used each day.

C.4.2 Field Testing

In the presence of the engineer, the contractor will conduct a visual and acoustic sounding inspection to test for defects such as voids, delaminations, external cracks, chips, cuts, loose fibers, external abrasions, blemishes, foreign inclusions, depressible raised areas, or fabric wrinkles. Conduct this inspection after the FRP is cured but before the protective coating is applied.

In the presences of the engineer, the contractor will conduct a visual inspection of the protective coating for damage including but not limited to cracking, crazing, blisters, peeling, or external abrasions. Conduct this inspection after placement and cure of the protective coating.

If any defects are found, they must be repaired as detailed in C.4.3, or removed and replaced.

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C.4.3 Required Remediation

Inject or back fill any small voids or bubbles (1-1/2" diameter or less) with epoxy. If five or more such voids are found in an area smaller than 10 square feet, submit a proposed remediation procedure subject to the acceptance of the engineer.

Voids or delaminated areas greater than 3" in diameter or an equivalent rectangular area shall be reported to the engineer. Proposed remediation procedure(s) for addressing these areas are subject to the acceptance of the engineer.

D Measurement

The department will measure Fiber Wrap Reinforcing Non-Structural by the square foot, acceptably completed.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0165.41Fiber Wrap Reinforcing Non-StructuralSF

Payment for Fiber Wrap Reinforcing Non-Structural is full compensation for preparing required submittals, cleaning the surfaces of elements to be confined, furnishing, transporting, handling, and installing the fabric, finish coat of epoxy, the final protective coating system, field testing, and required remediation. No extra measurement or payment will be made for overlap areas.

Repairing damage to existing reinforcement is incidental to this item.

SPV.0165.40 (20200501)

108. Repainting Decorative Steel Railing, Item SPV.0165.42.

A Description

This special provision describes cleaning and repainting of the existing railing and screening as shown in the plans and specified here after.

B Materials

Refer to standard spec 513 Railing for painting of steel structural tubing.

C Construction

Clean all components of steel railing to be repainted according to SSPC-SP2.

Repaint steel railing according to standard spec 513 Railing.

D Measurement

The department will measure Repainting Decorative Steel Railing by the square foot, acceptably completed in accordance with the contract.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0165.42Repainting Decorative Steel RailingSF

Payment is full compensation for cleaning and repainting the Decorative Railing.

109. Mythacrylate Flood Seal, Item SPV.0180.40.

A Description

This special provision describes surface preparation of bridge deck, furnishing and applying a protective methacrylate sealer and broadcast sand, and any incidentals necessary to complete the project as specified or as shown in plans or as authorized by the engineer.

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B Materials

The bridge deck sealer shall consist of a methacrylate sealant, sand to prefill cracks, and broadcast sand.

B.1 Methacrylate Sealant

The following methacrylate sealants are acceptable for use provided that the requirements of this specifications are met:

Product	Manufacturer
MasterSeal 630 (formerly Degadeck Crack Sealer Plus)	BASF
T-78	Transpo Industries
KBP 204 P SEAL	Kwik Bond Polymers

or an approved equal

B.2 Fine Grade Sand

Provide fine grade abrasive sand (20/40 abrasive) for prefilling large cracks unable to be prefilled with sealant alone.

Submit sand material data to the engineer for review and address all written comments. Submit storage and use plan to the engineer documenting procedures for maintaining dry sand and within gradation requirements above.

B.3 Broadcast Sand

Provide a commercial quality dry blast sand with an average absorption of no more than 1%. 95% of the sand shall pass the No. 8 sieve and at least 95% shall be retained on the No. 20 sieve.

C Construction

C.1 General

C.1.1 Pre-Installation Conference

Conduct a pre-installation conference with the manufacturer's representative prior to construction to establish procedures for maintaining optimum working conditions and coordination of work. Furnish the engineer with a copy of the recommended procedures and the manufacturer's instructions.

C.1.2 Contractor Personnel Requirements

Experienced personnel are required to be actively present during the seal application.

A technical representative from the sealer manufacturer must be present during first application. The need for manufacturer's representative may be waived if the contractor provides evidence and reference contacts for work involving at least five bridges treated with the same products and within the last two years. Contractor experience record in no way relieves the contractor from applying in accordance with this specification and as recommended by the manufacturer.

C.1.3 Material Storage and Safety Plan

Store resin materials in their original containers in a dry area. Store and handle materials according to the manufacturer's recommendations. Store all aggregates in a dry environment and protect aggregates from contaminants on the job site.

Safety Plan: Prior to arrival of the product on the job site, provide a product shipping, storage, and use safety plan to detail how the product will be delivered and stored on site in a manner that will not allow the constituent components to come in contact with each other in the event of a spill or container leakage. This plan must also include a description of the safety training workers applying the product have received regarding the product's use, and list any and all safety precautions which must be taken during application of the product.

C.2 Surface Preparation

Prepare the entire deck (or portion of the deck to be overlaid in one placement when staged construction is being employed) to ensure the concrete surface is dry, thoroughly clean, and free from dust or other loose material.

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Remove substances such as dirt, oil, asphalt, rubber, curing compound, paint, carbonation, grease, slurry, membranes, rust, weak surface mortar, laitance, and other foreign or potentially detrimental materials by abrasive blasting. Thoroughly blast clean with hand-held equipment any areas inaccessible by the shotblasting equipment. Determine an acceptable abrasive blasting or shotblasting machine operation (size of shot, flow of shot, forward speed, and/or number of passes) that removes substances without damaging the underling substrate. Concrete removals shall not exceed 1/16 inch in depth.

Do not remove or damage striping or traffic markings in sound condition.

Do not perform surface preparation more than 24 hours prior to the application of the methacrylate sealer. The prepared surface shall not be exposed to vehicular or pedestrian traffic other than that required for sealer placement and approved by the engineer. If the prepared surface is reopened to traffic prior to sealer placement, the surface shall be re-inspected for any contaminates and subsequently remove contaminates by use of abrasive blasting or shotblasting at no additional cost to the department.

The engineer may consider alternate surface preparation methods per the methacrylate sealer manufacturer's recommendations. The engineer must approve the final surface preparation and deck cleanliness prior to the contractor placing the methacrylate sealer. Prior to methacrylate sealer placement, cure concrete for a minimum of 21 days.

Just prior to methacrylate sealer placement, clean all dust, debris, and concrete fines from the deck surface including vertical faces of curbs and barrier walls up to a height of 2-in above the surface with compressed air. Use a direct 125 psi air blast, from a compressor unit with a minimum pressure of 365 ft3 / min., over the entire surface to remove all dust and debris paying special attention to carefully clean all deck cracks. Use a suitable oil trap between the air supply and nozzle. Use ASTM D4285 "Standard Test Method for Indicating Oil or Water in Compressed Air" to ensure the compressed air is oil and moisture free. The air stream must be free of oil and moisture. Any grease, oil, or other foreign matter that rests on or has absorbed into the concrete shall be removed completely.

Perform a visual inspection of the surface that is to receive the methacrylate sealer. Locate and mark all cracks greater than 0.024 inch. Unless directed otherwise on the plans, prefill all cracks greater than 0.024 inch with the same methacrylate sealer or a pre-promoted version of the sealer prior to the methacrylate sealer. Where sealant soaks-in/withdraws from top of crack, place fine grade abrasive sand (20/40 abrasive) in crack and reapply methacrylate sealant to seal to top of crack. When sealant has not retreated after gel time, the crack is considered prefilled. Do not fill crack with sand beyond top of concrete surface.

Protect drains, expansion joints, access hatches, or other appurtenances on the deck from damage by cleaning and blasting operations and from material adhering and entering. Tape or form all construction joints to provide a clean straight edge.

Provide shielding as necessary to prevent dust or debris from striking vehicular traffic.

Air dry a wet deck for a minimum of 48 hours before applying the sealer. Dry time may be reduced to 24 hours if an approved ASTM D4263 moisture test reveals the concrete is dry. Do not apply sealer materials during wet weather conditions or if adverse weather conditions are anticipated within 12 hours of the completion of sealer application. Do not mix or apply any of these products at temperatures lower or higher than those specified in their product literature. Apply the sealant at the coolest time of the day within these limitations. Application by spray methods will not be permitted during windy conditions, if the engineer predicts unsatisfactory results.

The engineer shall approve the prepared surface prior to applying the methacrylate sealer.

C.3 Application of the Sealer

Apply the sealer conforming to the manufacturer's instructions.

Apply an approved methacrylate to bridge deck or on surfaces as directed by the engineer. At least 30 calendar days before the start of the work, provide the engineer with the sealer manufacturer's written instructions for application and use.

Do not thin or alter the methacrylate sealer unless specifically required in the manufacturer's instructions.

Mix the sealer before and during its use as recommended by the manufacturer. Distribute the sealant as a flood coat in a gravity-fed process by broom, roller, or with a spray bar near the surface so the spray pattern and coverage rates are reasonably uniform to the satisfaction of the engineer. Apply the sealant at a minimum rate of 90 square feet/gallon.

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Protect all expansion joints and prevent the crack sealant from contacting the strip seal glands. Protect all striping and traffic markings from marring, sealant application and reduction in reflective properties. Replace any striping and traffic markings that are marred by sealant.

Prior to completion of gel time of the flood seal and before broadcasting sand, broom uncured sealant in the direction of tining or deck grooves to promote maintenance of the deck texture for traction.

Broadcast sand to refusal into uncured resin to create traction and absorb sealant that is not penetrating into cracks. Broadcast approved sand into the wet, uncured resin no sooner than 10 minutes after applying resin but within gel time of product, unless directed otherwise by the manufacturer. Apply approved sand at a minimum rate of 250 lbs. per 1000 square feet.

Allow the sealant to dry according to the manufacturer's instructions. Do not allow vehicular traffic onto the treated areas until the sealer has dried and the treated surfaces provide safe skid resistance and traction. Remove non-adhered sand from bridge deck and joints by power sweeping the deck and vacuuming the joints. Traffic or equipment will be allowed on the sealed deck after the engineer has determined:

- 1. The treated deck surface is tack-free and non-oily;
- 2. The sand cover adheres and resists brushing by hand;
- 3. Excess sand and absorbent material has been removed; and
- 4. No sealant material will be tracked beyond limits of treatment by traffic

D Measurement

The department will measure Methacrylate Flood Seal bid item in area by the square 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.0180.40 Methacrylate Flood Seal SY

Payment is full compensation for furnishing and applying the sealer to the bridge decks, as described above, including surface preparation, and all incidentals thereto. Cleanup of excess sand in joints and on bridge deck will not be paid for separately. Restoration of damaged or marred striping will be considered incidental to application requirements of Methacrylate Flood Seal.

110. Management of Solid Waste, Item SPV.0195.01.

A General

A.1 Description

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

Soil considered to be solid waste due to lead will be encountered within the construction limits. The solid waste may contain NR 500 non-exempt industrial wastes including soil mixed with foundry sand. Impacted waste material excavated during construction which cannot in the opinion of the environmental consultant be managed as common excavation or as petroleum-contaminated soil will be managed as solid waste.

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

Waste Management Orchard Ridge Landfill W124 N9355 Boundary Road Menomonee Falls, WI 53051 (866) 909-4458

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Green For Life (GFL) Environmental Emerald Park Landfill W124S10629 South 124th Street Muskego, WI 53150 (414) 529-1360

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

A.2 Notice to the Contractor-Solid Waste Location

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

Intersection of STH 24 and S. 68th St.

• Station 268+65 to 269+35, from 30 feet to 90 feet right of reference line, from 1 to 6 feet below grade. The estimated volume of contaminated soil to be excavated at this location is 3.6 CY (approximately 6.1 tons using a conversion factor of 1.7 tons per cubic yard).

Intersection of STH 24 and W. Howard Ave.

• Station 287+40 to 287+90, from 40 feet to 80 feet left of reference line, from 4 to 8+ feet below grade. The estimated volume of contaminated soil to be excavated at this location is 0.3 CY (approximately 0.5 tons using a conversion factor of 1.7 tons per cubic yard).

Intersection of STH 24 and W. Morgan Ave.

 Station 328+80 to 329+40, from 30 feet to 80 feet left of reference line, from 1 to 6 feet below grade. The estimated volume of contaminated soil to be excavated at this location is 2.4 CY (approximately 4.1 tons using a conversion factor of 1.7 tons per cubic yard).

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

If obviously contaminated soil or signs of NR 500 non-exempt solid waste and hazardous materials are unexpectedly encountered elsewhere on the project, terminate excavation activities in the area and notify the engineer. Examples of these unexpected conditions may include, but are not limited to, buried containers or tanks, noxious odors and fumes, stained soils, sheen on ground water, other industrial wastes, and significant volumes of municipal or domestic garbage.

If dewatering is required at the above locations, conduct the dewatering in accordance with section C Construction.

If active groundwater monitoring wells are encountered during construction, notify the engineer and protect the wells to maintain their integrity. The environmental consultant will determine if monitoring wells need to be maintained. For wells that do not need to be maintained, adjust the wells that do not conflict with structures or curb and gutter to be flush with the final grade. For wells that conflict with the previously mentioned items or if monitoring wells are not required to be maintained, they will be abandoned by others.

A.3 Excavation Management Plan Approval

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

Name: Andrew Malsom

Address: 141 NW Barstow Street, Waukesha, WI 53187-0798

Phone: (262) 548-6705 Fax: (262) 548-6891

E-mail: andrew.malsom@dot.state.wi.us

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A.4 Coordination

Coordinate work under this contract with the environment consultant:

Consultant: TRC Environmental Corporation

Address: 6737 W. Washington St., Suite 2100, West Allis, WI 53214

Contact: Bryan Bergmann

Phone: (262) 901-2126 office / (262) 227-9210 cell

Fax: (262) 879-1220

E-mail: <u>bbergmann@trccompanies.com</u>

The role of the environmental consultant will be limited to:

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

Provide at least a 14-calendar day notice of the preconstruction conference date to the environmental consultant. At the preconstruction conference, provide a schedule for all excavation activities in the area of solid waste fill described in A.2 to the environmental consultant. Identify the WDNR licensed landfill facility that will be used for disposal of solid waste and provide this information to the environmental consultant no later than 30 calendar days prior to commencement of excavation in the impacted area or at the preconstruction conference, whichever comes first. The environmental consultant will be responsible for obtaining the necessary approvals from the landfill facility for disposal of the solid waste.

Coordinate with the environmental consultant to ensure that the environmental consultant is present during excavation in the impacted areas. Notify the environmental consultant at least three calendar days prior to commencement of excavation in the impacted area. Perform excavation in the impacted areas on a continuous basis until excavation work is completed. Do not transport soil containing solid waste offsite without prior approval from the environmental consultant.

A.5 Health and Safety Requirements

Supplement standard spec 107.1 with the following:

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

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

B (Vacant)

C Construction

Supplement standard spec 205.3 with the following:

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

The environmental consultant will periodically monitor soil excavated from the areas identified in A.2 above. The environmental consultant will evaluate excavated soil based on field screening results, visual observations, and soil analytical results from previous environmental investigations. Assist the environmental consultant in collecting soil samples for evaluation using excavation equipment. The sampling frequency shall be a maximum of one sample for every 20 cubic yards excavated.

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

Verify that the vehicles used to transport material are licensed for such activity in accordance with applicable state and federal regulations. Obtain the necessary disposal facility approvals and WDNR approvals for disposal. Do not transport regulated solid waste off-site without obtaining the approval of the environmental consultant and engineer and notifying the disposal facility.

During excavations in the areas of known contamination, larger pieces of clean concrete (~2 cubic feet), asphalt and bricks shall be segregated from the fill, to the extent practical and managed as common excavation. Under NR 500.08 this material is exempt from licensing and requirements of Wisconsin Administrative Code NR 500-538 of the solid waste regulations and will be reused as designated by the engineer as fill on the project, or it will be disposed of off-site at the contractor's disposal site(s).

If dewatering is required in area of known contamination, water generated from dewatering activities may contain chlorinated solvents, petroleum compounds and/or metals. Such water may require analytical testing, and with approval from the local municipality and the Milwaukee Metropolitan Sewerage District (MMSD) be discharged to the sanitary sewer as follows:

- Meet all applicable requirements of the local municipality and MMSD including the control of suspended solids. Perform all necessary monitoring to document compliance with the local municipality and MMSD requirements. Furnish, install, operate, maintain, disassemble, and remove treatment equipment necessary to comply with the local municipality and MMSD requirements.
- 2. Ensure continuous dewatering and excavation safety at all times. Provide, operate, and maintain adequate pumping equipment and drainage and disposal facilities.

Groundwater with a petroleum sheen cannot be discharged to the sanitary sewer per MMSD guidelines. If dewatering is necessary where the groundwater has a sheen on the surface, the water shall be pumped into a holding tank or tanker truck for off-site testing and disposal.

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

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

D Measurement

The department will measure solid waste by the ton of waste accepted by the disposal facility and as documented by weight tickets.

E Payment

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

ITEM NUMBERDESCRIPTIONUNITSPV.0195.01Management of Solid WasteTON

Payment is full compensation for excavating, segregating, loading, hauling, and landfill disposal of solid waste; obtaining solid waste collection and transportation service operating licenses; assisting in the collection of soil samples for field evaluation; dewatering of soils prior to transport, if necessary.

111. Joint and Crack Repair, Item SPV.0195.02.

A Description

This special provision describes providing HMA for Joint and Crack Repair in existing pavement as the plans show and as follows.

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B Materials

Furnish HMA pavement meeting the requirements for mixture LT or MT as specified in standard spec 465.2; except the engineer will not require the contractor to conform to the quality management program in standard spec 460.2.8. Furnish tack coat conforming to standard spec 455.2.5.

C Construction

Clean out all joints and cracks removing all loose and spalled concrete and all HMA patches. Dispose of all material off the project. Place asphaltic tack coat in the void. Fill voids with HMA pavement and machine compact.

D Measurement

The department will measure Joint and Crack Repair by the ton, 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.0195.02

Joint and Crack Repair

TON

Payment is full compensation for removing, cleaning, and properly disposing of all loose and spalled concrete and HMA patches; for providing and applying tack coat, and for providing, placing and compacting HMA pavement.

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ADDITIONAL SPECIAL PROVISION 1 (ASP 1) FOR TRANSPORTATION ALLIANCE FOR NEW SOLUTIONS (TrANS) PROGRAM EMPLOYMENT PLACEMENTS AND APPRENTICESHIPS

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:

- 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 __12___ (number) TrANS Graduate(s) be utilized on this contract.
- 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 __7___ (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.

- 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.

II. 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).

<u>NOTE</u>: 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.

III. 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 under-representation of members of these groups in highway construction skilled crafts.

The OJT Supportive Services (OJT/SS) Program was established in Title 23 Code of Federal

Regulations (CFR), Part 230) to supplement the OJT program and support STA training programs by providing services to highway construction contractors and assistance to highway construction apprentices and trainees. The primary objectives of OJT/SS are:

- (1) To increase the overall effectiveness of the State highway agencies' approved training programs.
- (2) To seek other ways to increase the training opportunities for women, minorities, and disadvantaged individuals.

The STAs are responsible for establishing procedures, subject to the availability of Surface Transportation and Bridge Funds under 23 U.S.C. §140(b) (Nondiscrimination), for the provision of supportive services with respect to training programs approved under 23 CFR, Part 230(a) (Equal Employment Opportunity on Federal and Federal-aid Construction Contracts – including Supportive Services).

The contractor and subcontractor shall maintain records to demonstrate compliance with these apprenticeship requirements. Reasonable exemptions and modifications to and from any or all of these requirements will be determined by the Wisconsin Department of Transportation-Civil Rights Office. A request for an exemption or modification, with justification, shall be made in writing, addressed to WisDOT Civil Rights Office, 4802 Sheboygan Avenue, P.O. Box 7965, Rm. 451, Madison, WI 53707.

ADDITIONAL SPECIAL PROVISION 3

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM IMPLEMENTATION

Authority

Wisconsin Department of Transportation (WisDOT) is a recipient of funds from the US Department of Transportation's Federal Highway Administration. The DBE program is a federal program applicable on all contracts administered by WisDOT that include federal-aid highway funds. The authority for the DBE program is the Transportation Bill as approved by Congress periodically. DBE program guidance and requirements are outlined in the Code of Federal Regulations at 49 CFR Part 26. This contract is subject to DBE provisions because it is financed with federal-aid-highway funds. Additionally, this contract is subject to the *State of Wisconsin Standard Specifications for Highway and Structure Construction* and all applicable contract documents.

Requirements

Pursuant to the federal DBE program regulation at 49 CFR Part 26, a contractor's failure to comply with any provision of the DBE program regulatory provisions will be considered a material breach of contract. This is nonnegotiable.

If a contractor fails to carry out the DBE program requirements and/or the Required Contract Provisions for Federal Aid Contracts (FHWA 1273) referenced in this document, sanctions will be assessed depending upon the facts, reasoning, severity, and remedial efforts of the contractor that may include: termination of contract, withholding payment, assessment of monetary sanctions, and/or suspension/debarment proceedings that could result in the disqualification of the contractor from bidding for a designated period of time.

- (1) The Commitment to Subcontract to DBE (Form DT1506 or digital submittal), Attachments A, and Good Faith Effort Documentation (Form DT1202) will be submitted as described in Section 2.
- (2) Any change to DBE Commitments thereafter must follow modification of DBE subcontracting commitment as described in Section 9.
- (3) The Department requires this list of DBE subcontractors from all bidders at time of bid to ensure the lowest possible cost to taxpayers and fairness to other bidders and subcontractors. Bid shopping is prohibited.
- (4) The contractor must utilize the specific DBE firms listed in the approved DBE Commitment to perform the work and/or supply the materials for which the DBE firm is listed unless the contractor obtains written consent in advance from WisDOT. The contractor will not be entitled to payment for any work or materials on the approved DBE Commitment that is not performed or supplied by the listed DBE without WisDOT's written consent.

Description

The Wisconsin Department of Transportation is committed to the compliant administration of the DBE Program. The DBE provisions work in tandem with FHWA 1273 and WisDOT's *Standard Specifications for Highway and Structure Construction* and *Construction and Materials Manual*. The WisDOT Secretary is signatory to assurances of department-wide compliance.

The Department assigns the contract DBE goal as a percentage of work items that could be performed by certified DBE firms on the contract. The assigned DBE goal is expressed on the bid proposal as a percentage applicable to the total contract bid amount.

(1) WisDOT identifies the assigned DBE goal in its contract advertisements and posts the contract DBE goal on the cover of the bidding proposal. The contractor can meet the assigned contract DBE goal by subcontracting work to a DBE firm or by procuring services or materials from a DBE firm.

- (2) Under the contract, the prime contractor should inform, advise, and develop participating DBE firms to be more knowledgeable contractors who are prepared to successfully complete their contractual agreement through the proactive provision of assistance in the following areas:
 - Produce accurate and complete quotes
 - Understand highway plans applicable to their work
 - Understand specifications and contract requirements applicable to their work
 - Understand contracting reporting requirements
- (3) The Department encourages contractors to assist DBE subcontractors more formally by participating in WisDOT's Business Development program as a mentor, coach, or resource. For comprehensive information on the Disadvantaged Business Enterprise Program, visit the Department's Civil Rights and Compliance Section website at: http://wisconsindot.gov/Pages/doing-bus/civil-rights/dbe/default.aspx

1. Definitions

Interpret these terms, used throughout this additional special provision, as follows:

- a. Assigned DBE Contract Goal: The percentage shown on the cover of the Highway Work Proposal that represents the feasible level of DBE participation for each contract. The goal is calculated using the Engineer's Estimate and DBE Interest Report. Goal assignment includes review of FHWA funds, analyzes bid items for subcontract opportunity and compatibility with DBE certified firm work codes. Additional factors considered include proximity, proportion, and regulations.
- b. **Bid Shopping:** In construction law, bid shopping is the practice of divulging a subcontractor's bid to another prospective contractor(s) before or after the award of a contract to secure a lower bid.
- c. **DBE:** Disadvantaged Business Enterprise A for-profit small business concern where socially and economically disadvantaged individuals own at least a 51% interest and control management and daily business operations.
- d. DBE Commitment: The DBE Commitment is identified in the Commitment to Subcontract to DBE (Form DT1506) and is expressed as the amount of DBE participation the prime contractor has secured. The DT1506, a contract document completed by the bidder, is required to be considered a responsive bidder on an FHWA-funded contract that has an assigned DBE goal. The prime contractor will have the option to submit the DT1506 digitally, as an entry with the bid in Bid Express, or as an attachment to the bid.
- e. **DBE Utilization:** The actual participation of a DBE subcontractor on a project. WisDOT verifies DBE utilization through review of the DBE Commitment, payments to subcontractors, and contract documentation. The Prime Contractor receives DBE credit for payments made to the DBE firms performing the work listed on the approved DBE Commitment, and those submitted after approved commitment with Attachment A.
- f. **Good Faith Effort:** Legal term describing a diligent and honest effort taken by a reasonable person under the same set of facts or circumstances. For DBE subcontracting, the bidder must show that it took all necessary and reasonable steps to achieve the assigned DBE goal by the scope, intensity, and appropriateness of effort that could reasonably be expected for a contractor to obtain sufficient DBE participation.
- g. **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.
- h. **Reasonable Price:** Contractors are expected to assess reasonable price by analyzing the contract scope for DBE subcontract feasibility and comparing common line items in DBE and non-DBE subcontract quotes for the same work. Per federal regulation, reasonable price is not necessarily the lowest price.
- 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.
- j. **Tied quote:** Subcontractor quote that groups multiple bid/line items at a bundled/package price with a notation that the items within the quote will not be separated.

2. WisDOT DBE Program Compliance

a. Documentation Submittal

- The Commitment to Subcontract to DBE (Form DT1506 or digital submittal) must be submitted at the time
 of bid (Tuesday) by all prime contractors.
- Attachments A OR quotes from all DBEs included in the Commitment must be submitted at bid (Tuesday)
 OR
- Within one-hour following bid submittal by ALL prime contractors via eSubmit (Tuesday).
- If only DBE quotes were submitted, all remaining signed Attachments A must be submitted within 24-hours of bid closing via eSubmit (Wednesday).
- If the assigned DBE contract goal is not met, Documentation of Good Faith Effort (Form DT1202) and supporting documentation must be submitted within 24-hours of bid closing (Wednesday) via eSubmit.
 Instructions for eSubmit.

**Bidders have the option of submitting the DBE Commitment at the time of bid via direct entry through Bid Express OR with attachment of Form DT1506 (Commitment to Subcontract to DBE). The DBE Commitment entered with bid is the digital form of the DT1506. Separate submission of Form DT1506 is not required if the DBE Commitment is entered in Bid Express. Form DT1202, if applicable, is no longer required to be submitted at time of bid; submit DT1202 within the 24-hour supplemental time frame following bid closing.

The DBE Office will not certify Good Faith Effort and the Bureau of Project Development will consider the bid nonresponsive if the contractor fails to furnish the DBE Commitment (digitally entered into the bid OR Form DT1506 as an attachment), Attachments A, and Form DT1202 if applicable, as required. See sample forms in the Appendix.

b. Verification of DBE Commitment

The documentation related to DBE subcontract commitment submitted prior to contract award is evaluated as follows:

(1) DBE Goal Met

If the bidder indicates that the contract DBE goal is met, the Department will evaluate the DBE Commitment submitted with bid OR Form DT1506, and Attachments A to verify the actual DBE percentage calculation. If the DBE Commitment is verified, the contract is eligible for award with respect to the DBE Commitment.

(2) DBE Goal Not Met

- a) If the bidder indicates a bid percentage on the DBE Commitment that does not meet the assigned DBE contract goal, the bidder must request alternative evaluation of good faith effort through submission of Form DT1202 (Documentation of Good Faith Effort) within 24-hours of bid including narrative description. Supplementary documentation of good faith effort that supports the DT1202 submission is also due within 24-hours of bid submission and prior to bid posting. The Department will review the bidder's DBE Commitment and evaluate the bidder's good faith efforts submission.
- b) Following evaluation of the bidder's Good Faith Effort documentation the bidder will be notified that the Department intends to:
 - 1. Approve the request (adequate documentation of GFE has been submitted) no conditions placed on the contract with respect to the DBE Commitment;
 - 2. *Deny* the request (inadequate documentation of GFE has been submitted) the contract is viewed as non-responsive per Wisconsin Standard Specifications for Highway and Structure Construction and will not be executed.

c) If the Department denies the bidder's request, the contract is ineligible for award. The Department will provide a written explanation for denying the request to the bidder. The bidder may appeal the Department's denial (see Section 4).

Supplemental good faith effort documentation must be submitted through eSubmit.

3. Department's Criteria for Good Faith Effort Documentation

The Federal-aid Construction Contract Provision, referenced as FHWA-1273, explicitly states that the prime contractor shall be responsible for all work performed on the contract by piecework, station work, or subcontract.

The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of the contract including assurances of equal employment opportunity laws, DBE regulations, and affirmative action. Compliance encompasses responsible and responsive action, documentation, and good faith effort.

Contractually, all contractors, subcontractors, and service providers on the contract are bound by FHWA 1273 and DBE program provisions. **Prime contractors should encourage subcontractors to utilize DBE firms whenever possible to contribute to the assigned DBE contract goal.**

Bidders are required to document good faith effort. Per 49 CFR Part 26.53, good faith effort is demonstrated in one of two ways. The bidder:

- (1) Documents that it has obtained enough DBE participation to meet the goal; OR
- (2) Documents that it made adequate good faith efforts to meet the goal, even though it did not succeed

Appendix A of 49 CFR Part 26 provides guidance concerning good faith efforts. WisDOT evaluates good faith effort on a contract basis just as each contract award is evaluated individually.

The efforts employed by the bidder should be those that WisDOT can reasonably expect a bidder to take to actively and aggressively obtain DBE participation sufficient to meet the DBE contract goal. The Department will only approve demonstration of good faith effort if the bidder documents the quality, quantity, and intensity of the variety of activities undertaken that are commensurate with expected efforts to meet the stated goal.

The Department, in conjunction with industry stakeholders, has developed the following guidance for contractor good faith effort activity. 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.

a. Solicitation Guidance for Prime Contractors:

- (1) Document all efforts and decisions made toward achieving the DBE goal on the contract. The bidder should use WisDOT-approved DBE outreach tools, including the UCP DBE Directory and the Bid Express Small Business Network to foster DBE participation on all applicable contracts.
- (2) As needed, request assistance with DBE outreach and follow-up by contacting the Department's DBE Support Services Office by phone or email request at least 14 days prior to the bid letting date. Phone numbers are (414) 438-4584 and/or (608) 267-3849; Fax: (414) 438-5392; E-mail: DBE_Alert@dot.wi.gov
- (3) Participate in and document a substantive conversation with at least one DBE firm per Let, to discuss questions, concerns, and any other contract related matters that may be applicable to the DBE firm. Guidelines for this conversation are provided in Appendix A of ASP-3.
- (4) Request quotes by identifying potential items to subcontract and solicit. In their initial contacts, contractors are strongly encouraged to include a single page, 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 B. 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 firms to do work in a prime contractor's area of specialization.

- i. Solicit quotes from certified DBE firms who match possible items to subcontract using all reasonable and available means. Additionally, forward copies of solicitations highlighting the work areas for which quotes are being sought to DBE Alert@dot.wi.gov
- ii. Acceptable outreach tools include SBN (Small Business Network, see Appendix C): https://www.bidx.com/wi/main, postal mail, email, fax, and phone.
 - a. Contractors must ask DBE firms for a response in their solicitations. See Sample Contractor Solicitation Letter, Appendix B. This letter may be included as an attachment to the sub-quote request.
 - b. Solicit quotes at least 10 calendar days prior to the letting date to allow DBE firms sufficient time to respond. Prime contractors should contact DBE firms early, asking if they need help organizing their quote, assistance confirming equipment needs, or other assistance supporting their submission of a competitive quote for their services.
 - c. A follow up solicitation should take place within 5 calendar days of the letting date. Email and/or SBN are the preferred method for the solicitation.
- iii. Upon request, provide interested DBE firms with adequate information about plans, specifications, and the requirements of the contract by letter, information session, email, phone call, and/or referral.
- iv. When potential exists, the contractor should advise interested DBE firms on how to obtain bonding, line of credit, or insurance if requested.
- v. Document DBE firm's interest in quoting by taking appropriate steps to follow up initial solicitation with:
 - a. Email to all prospective DBE firms in relevant work areas
 - b. Phone call log to DBE firms who express interest via written response or call
 - c. Fax/letter confirmation
 - d. Signed copy of record of subcontractor outreach effort

b. Guidance for Evaluating DBE quotes

- (1) Quote evaluation practices required to evaluate DBE quotes:
 - i. Reasonable Price: Contractors are expected to assess reasonable price by analyzing the contract scope for DBE subcontract feasibility and comparing common line items in DBE and non-DBE subcontract quotes for the same work. Per federal regulation, reasonable price is not necessarily the lowest price. See 49 CFR Part 26, Appendix A. IV.D(2).
- (2) Documentation submitted by the prime of the following evaluation is required to evaluate DBE quotes by contractors:
 - i. Evaluation of DBE firm's ability to perform "possible items to subcontract" using legitimate reasons, including but not limited to, a discussion between the prime and DBE firm regarding its capabilities prior to the bid letting. If lack of capacity is the reason for not utilizing the DBE firm's quote, the prime is required to contact the DBE by phone and email regarding their ability to perform the work indicated in the UCP directory listed as their work area by NAICS code. Only the work area indicated by the NAICS code(s) listed in the UCP directory can be counted toward DBE credit. Documentation of the conversation is required.
 - a In striving to meet an assigned DBE contract goal, contractors are expected to use DBE quotes that are responsive and reasonable. This includes DBE quotes that are not the low quote.
 - Additional evaluation Evaluation of DBE quotes with <u>tied bid items</u>. Typically, this type of quoting represents a cost saving but is not clearly stated as a discount. Tied quotes are usually presented as an 'all or none' quote. When non-DBE subcontractors submit tied bid items in their quotes, the DBE firm's quote may not appear competitive. In such a case, the following steps are taken in comparing the relevant quotes. These are qualitative examples:

- i Compare bid items common to both quotes, noting the reasonableness in the price comparison.
- 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.

See Appendix D - Good Faith Effort Evaluation Measures and Appendix E - Good Faith Effort Best Practices.

- c. Requesting Good Faith Effort Evaluation At the time of bid- if the DBE goal is not met in full, the prime contractor must indicate they will file form DT1202- Documentation of Good Faith Effort within 24-hours of bid submission. Supplementary documentation of good faith effort that supports the DT1202 submission is also due within 24-hours of bid submission and prior to bid posting. Supporting documentation for the DT1202 is to include the following:
 - (1) Solicitation Documentation: The names, addresses, email addresses, and telephone numbers of DBE firms contacted along with the dates of both initial and follow-up contact; electronic copies of all written solicitations to DBE firms. A printed copy of SBN solicitation is acceptable.
 - (2) Selected Work Items Documentation: Identify economically feasible work units to be performed by DBEs to include activities such as: list of work items to be performed; breaking up of large work items into smaller tasks or quantities; flexible time frames for performance and delivery schedules.
 - (3) Documentation of Project Information provided to interested DBEs: A description of information provided to the DBE firms regarding the plans, specifications, and estimated quantities for portions of the work to be performed by that DBE firm.
 - (4) Documentation of Negotiation with Interested DBEs: Provide sufficient evidence to demonstrate that good faith negotiations took place. Merely sending out solicitations requesting bids from DBEs does not constitute sufficient good faith efforts.
 - (5) Documentation of Sound Reasoning for Rejecting DBEs and copies of each quote received from a DBE firm and, if rejected, copies of quotes from non-DBEs for same items.
 - (6) Documentation of Assistance to Interested DBEs- Bonding, Credit, Insurance, Equipment, Supplies/Materials
 - (7) Documentation of outreach to Minority, Women, and Community Organizations and other DBE Business Development Support: Contact organizations and agencies for assistance in contacting, recruiting, and providing support to DBE subcontractors, suppliers, manufacturers, and truckers at least 14 days before bid opening. Participate in or host activities such as networking events, mentor-protégé programs, small business development workshops, and others consistent with DBE support.

If the Good Faith Effort documentation is deemed adequate, the request will be approved and the DBE office will promptly notify the Prime Contractor and Bureau of Project Development.

If the DBE Office denies the request, the Prime Contractor will receive written correspondence outlining the reasons. The Department encourages the Prime Contractor to communicate with DBE staff to clarify any questions related to meeting goals and/or contractor demonstration of good faith efforts.

If the contract is awarded, the Prime Contractor must obtain written consent from the DBE Office to change or replace any DBE firm listed on the approved DBE Commitment. No contractor, prime or subsequent tier, shall be paid for completing work assigned to a DBE subcontractor on an approved DBE Commitment unless WisDOT has granted permission for the reduction, replacement, or termination of the assigned DBE in writing. If a prime contractor or a subcontractor on any tier uses its own forces to perform work assigned to a DBE on an approved DBE Commitment, they will not be paid for the work. Any changes to DBE Commitment after the approval of the DBE Commitment must be reviewed and approved by the DBE Office prior to the change (see Section 9).

Additional resources for demonstrating and tracking good faith effort can be found on the "Contracting with a DBE" webpage in the <u>ASP-3 and Good Faith Effort Guidance</u> section.

4. Bidder's Documentation of Good Faith Effort Evaluation Request Appeal Process

A bidder can appeal the Department's decision to deny the bidder's demonstration of Good Faith Effort through Administrative Reconsideration. The bidder must provide a written justification refuting the specific reasons for denial as stated in the Department's denial notice. The bidder may meet in person with the Department if so requested. Failure to appeal within 5 business days after receiving the Department's written notice denying the request constitutes a forfeiture of the bidder's right of appeal. Receipt of appeal is confirmed by email date stamp or certified mail signed by WisDOT staff. A contract will not be executed without documentation that the DBE provisions have been fulfilled.

The Department will appoint a representative who did not participate in the original good faith effort determination, to assess the bidder's appeal. The Department will issue a written decision within 5 business days after the bidder presents all written and oral information. In that written decision, the Department will explain the basis for finding that the bidder did or did not demonstrate an adequate good faith effort to meet the contract DBE goal. The Department's decision is final.

5. Determining DBE Eligibility

Directory of DBE firms

- a. The only resource for DBE firms certified in the State of Wisconsin is the Wisconsin Unified Certification Program (UCP) DBE Directory. WisDOT maintains a current list of certified DBE firms at: http://wisconsindot.gov/Documents/doing-bus/civil-rights/dbe/dbe-ucp-directory.xlsx
- b. The DBE Program office is available to assist with contracting DBE firms:(608) 267-3849.
- c. DBE firms are certified based on various factors including the federal standards from the Small Business Administration that assigns a North American Industrial Classification (NAICS) Codes. DBE firms are only eligible for credit when performing work in their assigned NAICS code(s). If a DBE subcontractor performs work that is not with its assigned NAICS code, the prime contractor should contact the DBE Office to inquire about compatibility with the Business Development Program.

6. Counting DBE Participation

Assessing DBE Work

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 UCP agencies. 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:

- a. The Department counts work performed by the DBE firm's own resources. The Department includes the cost of materials and supplies the DBE firm obtains for the work. The Department also includes the cost of equipment the DBE firm leases for the work. The Department will not include the cost of materials, supplies, or equipment the DBE firm purchases or leases from the prime contractor or its affiliate, with the exception of non-project specific leases the DBE has in place before the work is advertised.
- b. The Department counts fees and commissions the DBE subcontractor charges for providing 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 program engineer deems reasonable based on experience or prevailing market rates.
- c. If a DBE firm subcontracts work, the Department counts the value of the work subcontracted to a DBE subcontractor.
- **d.** The contractor will maintain records and may be required to furnish periodic reports documenting its performance under this item.
- e. It is the Prime Contractor's responsibility to determine whether the work that is committed and/or contracted to a DBE firm can be counted for DBE credit by referencing the work type and NAICS code listed for the DBE firm on the Wisconsin UCP DBE Directory.

- f. It is the Prime Contractor's responsibility to assess the DBE firm's ability to perform the work for which it is committing/contracting the DBE to do. Note that the Department encourages the Prime Contractor to assist and develop DBE firms to become fully knowledgeable contractors to successfully perform on its contracts.
- **g.** The Prime Contractor will inform the DBE office via email of all DBE subcontractors added to the project following execution of the contract. The Prime Contractor may omit submission of another form DT1506, but must submit signed Attachment A forms for additional DBE firms.
- **h.** See Section 7 for DBE credit evaluation for Trucking and Section 8 for DBE credit evaluation for Manufacturers, Suppliers, and Brokers

Naming conventions: When emailing files, please use the following language to identify your submission- "Project #, Proposal #, Let date, Business Name, Attachment A" Email: DBE Alert@dot.wi.gov

*Note: A sublet request is required for DBE work, regardless of subcontract tier, and also for reporting materials or supplies furnished by a DBE.

- Sublet Requests via form DT1925 or WS1925 are required for 1st Tier DBEs
- For all 2nd Tier and below notification of DBE sublet is indicated by the contractor entering them in CRCS

7. Credit Evaluation for Trucking

All bidders are expected to adhere to the Department's current trucking policy posted on the HCCl website at: http://wisconsindot.gov/Documents/doing-bus/civil-rights/dbe/trucking-utilization-policy.pdf

The prime contractor is responsible for ensuring that all subcontractors including trucking firms, receive Form FHWA 1273: https://www.fhwa.dot.gov/programadmin/contracts/1273/1273.pdf

See Section 8 for Broker credit.

8. Credit Evaluation for Manufacturers, Suppliers, Brokers

The Department will calculate the amount of DBE credit awarded to a prime using a DBE firm for the provisions of materials and supplies on a contract-by-contract basis. The Department will count the material and supplies that a DBE firm provides under the contract for DBE credit based on whether the DBE firm is a manufacturer, supplier, or broker. Generally, DBE credit is determined through evaluation of the DBE owner's role, responsibility, and contribution to the transaction. Maximum DBE credit is awarded when the DBE firm manufactures materials or supplies. DBE credit decreases when the DBE firm solely supplies materials, and minimal credit is allotted when the DBE firm's role is administrative or transactional. It is the bidder's responsibility to confirm that the DBE firm is considered a supplier or a manufacturer before listing them on Commitment to Subcontract to DBE form DT1506 or DBE Commitment submitted with the bid.

a. Manufacturers

- (1) A manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.
- (2) If the materials or supplies are obtained from a DBE manufacturer, **100**% percent of the cost of the materials or supplies counts toward DBE goals.

b. Regular Dealers of Material and/or Supplies

(1) A regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications

- and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business.
- (2) If the materials or supplies are purchased from a DBE regular dealer, count **60%** percent of the cost of the materials or supplies toward DBE goals.
- (3) At a minimum, a regular dealer must meet the following criteria to be counted for DBE credit:
 - i. The DBE firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question.
 - ii. The DBE firm must both own and operate distribution equipment for the product--bulk items such as petroleum products, steel, cement, gravel, stone, or asphalt. If some of the distribution equipment is leased, the lease agreement must accompany the DBE Commitment form for evaluation of the dealer's control before the DBE office approves the DBE credit.
- (4) When DBE suppliers are contracted, additional documentation must accompany the DBE Commitment and Attachment A forms. An invoice or bill-of-sale that includes names of the bidder and the DBE supplier, along with documentation of the calculations used as the basis for the purchase agreement, subcontract, or invoice. WisDOT recognizes that the amount on the Attachment A form may be more or less than the amount on the invoice per b.(1) above.
 - i. The bidder should respond to the following questions and include with submission of form DT1506 or the DBE Commitment entered with bid:
 - a. What is the product or material?
 - b. Is this item in the prime's inventory or was the item purchased when contract was awarded?
 - c. Which contract line items were referenced to develop this quote?
 - d. What is the amount of material or product used on the project?
- (5) Supplies purchased in **bulk** from DBE firms at the beginning of the season may be credited to current contracts if submitted with appropriate documentation to the DBE office.
 - i. To ensure that the appropriate credit is assigned, follow the procedure below:
 - a. When DBE suppliers are contracted for bulk supply or commodity purchases, an invoice or bill-of-sale that includes names of the contractor and the DBE supplier should be submitted to the DBE Office via eSubmit (preferred during letting) or the DBE_Alert email box. The supply/commodity credit may be applied during the federal fiscal year (October- September) in which the purchase was made.
 - b. When the contractor intends to apply the credit to a particular project, submit a copy of the original invoice, documentation of the calculations for supplies/commodities to be used on the project, and an Attachment A. Indicate on the Attachment A:
 - c. This supply/commodity is in the prime's inventory or pre-paid in case of commodities
 - d. The full value of the original invoice submitted to the DBE Office, above in (1)
 - e. The amount of material or product used on this project
 - f. Fuel estimate listed on Attachment A will be recorded as a deduction from the full fuel purchase amount shown on the invoice
 - ii. DBE Office Process (Applies only to bulk purchases)
 - Supply/Commodity commitment is received
 - Engineer verifies amount listed on invoice and enters the full amount into spreadsheet
 - c. The amount of credit applied for each project is updated on the spreadsheet until the bulk purchase is exhausted
 - d. Engineer informs contractor when full amount of bulk purchase has been applied

c. Brokers, Transaction Expediters, Packagers, Manufacturers' Representatives

- (1) No portion of the cost of the materials, supplies, services themselves will count for DBE credit. However, WisDOT will evaluate the fees or commissions charged when a prime purchases materials, supplies, or services from a DBE certified firm which is neither a manufacturer nor a regular dealer, namely: brokers, packagers, manufacturers' representatives, or other persons who arrange or expedite transactions.
- (2) Brokerage fees are calculated as 10% of the purchase amount.
- (3) WisDOT may count the amount of fees or commissions charged for assistance in the procurement of the materials and supplies, fees, or transportation charges for the delivery of materials or supplies required on a job site.
- (4) Evaluation of DBE credit includes review of the contract need for the item/service, the sub-contract or invoice for the item/service, and a comparison of the fees customarily allowed for similar services to determine whether they are reasonable.

9. DBE Commitment Modification Policy (Formerly "DBE Replacement Policy")

a. Issuing a Contract Change Order

Any changes or modifications to the contract once executed are considered contract modifications and as such require a change order. In addition, the DBE office must provide consent for reduction, termination, or replacement of subcontractors approved on the DBE Commitment *in advance* of the modification for the prime contractor to receive payment for work or supplies. Additions to the DBE Commitment do not require advance notification of the DBE office. (see below e. DBE Utilization beyond the approved DBE Commitment)

b. Contractor Considerations

- (1) A prime contractor cannot modify the DBE Commitment through reduction in participation, termination, or replacement of a DBE subcontractor listed on the approved DBE Commitment without prior written consent from the DBE Office. This includes, but is not limited to, instances in which a prime contractor seeks to perform work originally designated for a DBE subcontractor with its own forces or those of an affiliate, a non-DBE firm, or with another DBE firm.
- (2) If a prime contractor reduces participation, replaces, or terminates a DBE subcontractor who has been approved for DBE credit toward its contract, the prime is required to provide documentation supporting its inability to fulfill the contractual commitment made to the Department regarding the DBE utilization.
- (3) The Prime Contractor is required to demonstrate efforts to find another DBE subcontractor to perform at least the same amount of work under the contract as the DBE subcontractor that was terminated, to the extent needed to meet the assigned DBE contract goal. When additional opportunity is available by contract modifications, the Prime Contractor must utilize DBE subcontractors that were committed to equal work items, in the original contract.
- (4) In circumstances when a DBE subcontractor fails to complete its work on the contract for any reason, or is terminated from a contract, the Prime Contractor must undertake efforts to maintain its commitment to the assigned DBE goal.
- (5) The DBE subcontractor should communicate with the Prime Contractor regarding its schedule and capacity in the context of the contract. If the DBE firm anticipates that it cannot fulfill its subcontract, they will advise the Prime Contractor and suggest a DBE subcontractor that may replace their services and provide written consent to be released from its subcontract.
 - i. Before the Prime Contractor can request modification to the approved DBE Commitment, the Prime Contractor must:
 - a. Make every effort to fulfill the DBE Commitment by working with the listed DBE subcontractor to ensure that the firm is fully knowledgeable of the Prime Contractor's expectations for successful performance on the contract. Document these efforts in writing.

- b. If those efforts fail, provide written notice to the DBE subcontractor of the Prime Contractor's intent to request to modify the Commitment through reduction in participation, termination, and/or replacement of the subcontractor including the reason(s) for pursuing this action.
- c. Copy the DBE Office on all correspondence related to changing a DBE subcontractor who has been approved for DBE credit on a contract, including preparation and coordination efforts.
- d. Clearly state the amount of time the DBE firm has to remedy and/or respond to the notice of intent to replace/terminate. The DBE must be allowed five days from the date notice was received as indicated by email time stamp or signed certified mail, to respond, in writing. EXCEPTION: The Prime Contractor must provide a verifiable reason for a response period shorter than five days. For example, a WisDOT project engineer or project manager confirms that WisDOT has eliminated an item the DBE subcontractor was contracted for.
- e. The DBE subcontractor must acknowledge the contract modification with written response to the Prime Contractor and the DBE Office. If objecting to the subcontract modification, the DBE subcontractor must outline the basis for objection to the proposed modification, providing sound reasoning for WisDOT to reject the prime's request.

c. Request to Modify DBE Subcontracting Commitment

The written request referenced above may be delivered by email or fax. The request must contain the following:

- (1) Project ID number
- (2) WisDOT Contract Project Engineer's name and contact information
- (3) DBE subcontractor name and work type and/or NAICS code
- (4) Contract's progress schedule
- (5) Reason(s) for requesting that the DBE subcontractor be replaced or terminated
- (6) Attach/include all communication with the DBE subcontractor to deploy/address/resolve work completion

Naming conventions: When emailing files, please use the following language to identify your submission- "Project #, Proposal #, Let date, Business Name, MODIFICATION" Email: DBE Alert@dot.wi.gov + Project Engineer

WisDOT will review the request and any supporting documentation submitted to evaluate if the circumstance and the reasons constitute good cause for replacing or terminating the approved DBE subcontractor.

Good Causes to Replace a DBE subcontractor according to the federal DBE program guidelines {49 CFR part 26.53}

- The listed DBE subcontractor fails or refuses to execute a written contract
- The listed DBE subcontractor fails or refuses to perform the work of its subcontract in a way consistent with normal industry standards. Provided, however, that good cause does not exist if the failure or refusal of the DBE subcontractor to perform its work on the subcontract results from the bad faith or discriminatory action of the prime contractor
- The listed DBE subcontractor fails or refuses to meet the prime contractor's reasonable, nondiscriminatory bond requirements
- The listed DBE subcontractor becomes bankrupt, insolvent, or exhibits credit unworthiness
- The listed DBE subcontractor is ineligible to work on public works projects because of suspension and debarment proceedings pursuant 2 CFR Parts 180, 215, and 1,200 or applicable state law
- The prime has determined that the listed DBE subcontractor is not a responsible contractor
- The listed DBE subcontractor voluntarily withdraws from the project and provides written notice of its withdrawal
- The listed DBE subcontractor is ineligible to receive DBE credit for the type of work required

• A DBE firm owner dies or becomes disabled with the result that the listed DBE subcontractor is unable to complete its work on the contract.

d. Evaluation and Response to the Request

WisDOT's timely response to the Prime Contractor's request for modification of the approved DBE Commitment will be provided to the prime and the WisDOT project engineer via email.

If WisDOT determines that the Prime Contractor's basis for reduction in participation, replacement, or termination of the DBE subcontractor is not consistent with the good cause guidelines, the DBE office will provide a response via email within 48-hours of receipt of request from the Prime Contractor as indicated by email time stamp. The communication will include: the requirement to utilize the committed DBE, actions to support the completion of the contractual commitment, a list of available WisDOT support services, and administrative remedies, including withholding payment to the prime, that may be invoked for failure to comply with federal DBE guidelines for DBE replacement.

The WisDOT contact for all actions related to modification of the approved DBE Commitment is the DBE Program Engineer who can be reached at DBE_Alert@dot.wi.gov or (414) 335-0413.

e. DBE Utilization beyond the approved DBE Commitment

When the prime or a subcontractor increases the scope of work for an approved DBE subcontractor or adds a DBE subcontractor who was not on the approved form DT1506 or DBE Commitment submitted with bid at any time after contract execution, this is referred to as voluntary DBE contract goal achievement. The contractor must follow these steps to ensure that the participation is accurately credited toward the DBE goal:

- (1) Forward a complete, signed Attachment A form to the DBE Office. A complete Attachment A includes DBE subcontractor contact information, signatures, subcontract value, and description of the work areas to be performed by the DBE. The DBE Office will verify the DBE participation and revise the DBE Commitment based on the email/discussion and the new Attachment A.
- (2) When adding to an existing DBE Commitment, submit a new Attachment A to the DBE Alert mailbox
- (3) OR Submit a final Attachment A to DBE Alert during the Finals Process when Compliance receives notice of "Substantially Complete"

Naming conventions: When emailing files, please use the following language to identify your submission-"Project #, Proposal #, Let date, Business Name, New Attachment A" Email: DBE Alert@dot.wi.gov

Special note on trucking

- DBE truckers added to the sublets in CRCS will be approved without DBE credit (You will see a "N" in CRCS instead of "Y")
- Prime Contractors may enter a "place holder" e.g. \$1000.00, for DBE Trucking in CRCS if the full amount of trucking is unknown for sublet purposes only
- The hiring contractor may obtain the Attachment A with DBE signature included but the **Prime Contractor** must sign the Attachment A before submitting
- DBE truckers need to be added to the DBE commitment once. If the DBE trucker is on the initial commitment (DT1506/E1506) there is no requirement to submit another Attachment A for that trucker for that contract.

10. Commercially Useful Function

- **a.** Commercially Useful Function (CUF) is evaluated after the contract has been executed, while the DBE certified firm is performing contracted work items.
- **b.** The Department uses Form DT1011, DBE Commercially Useful Function Review and Certification to evaluate if the DBE is performing a commercially useful function. WisDOT counts expenditures of a DBE toward the DBE goal only if the DBE is performing a commercially useful function on that contract.

- c. A DBE firm is performing a commercially useful function if the following conditions are met:
 - (1) For contract work, the DBE is responsible for executing a distinct portion of the work and is carrying out its responsibilities by actually performing, managing, and supervising that work.
 - (2) For materials and supplies, the DBE is responsible for negotiating price, determining quality and quantity, ordering, and paying for those materials and supplies.
- **d**. Offsite Hauling when DBE truck will haul between a pit and plant or location other than the construction site associated with the commitment
 - (1) Indicate Offsite Hauling on Attachment A
 - (2) Discuss offsite hauling at weekly progress meetings with Project Engineer (PE)
 - (3) PE conducts spot checks of pits/plants to verify DBE truck is hauling and/or verifying hauling log
 - (4) Prime should be prepared to submit haul tickets, plant/pit tickets, timecards, and other pertinent documentation if requested by PE or DBE Office

11. Credit Evaluation for DBE Primes

WisDOT calculates DBE credit based on the amount and type of work performed by DBE certified firms for work submitted with required documentation. If the prime contractor is a DBE certified firm, the Department will only count the work that the DBE prime performs with its own forces for DBE neutral credit. The Department will also calculate DBE credit for work performed by any other DBE certified subcontractor, DBE certified supplier, and DBE certified manufacturer on the contract in each firm's approved NAICS code/work areas that are submitted with required documentation. Crediting for manufacturers and suppliers is calculated consistent with Section 8 of this document and 49 CFR Part 26.

12. Joint Venture

A joint venture is an association of a DBE firm and one or more other firms to carry out a single, for-profit business enterprise, for which the parties combine their property, capital, efforts, skills and knowledge, and in which the DBE is responsible for a distinct, clearly defined portion of the work of the contract and whose share in the capital contribution, control, management, risks, and profits of the joint venture are commensurate with its ownership interest. If a DBE performs as a participant in a joint venture, the Department will only credit the portion of the total dollar value of the contract equal to the portion of the work that the DBE performs with its own forces.

13. 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.** DBE credit is evaluated and confirmed by the DBE Office for any contracts on which the mentor-protégé team identifies itself to the DBE Office as a current participant of the Mentor-Protégé Program.
 - (1) DBE credit may only be awarded to a non-DBE mentor firm for using its own protégé firm for less than one half of its goal on any contract; and
 - (2) Not award DBE credit to a non-DBE mentor firm for using its own protégé firm for more than every other contract performed by the protégé firm.
- **c.** A DBE protégé firm may be eligible for conditional NAICS code extension for training with the mentor. Request permission from the DBE Office- Certification area.
- **d.** Refer to WisDOT's Mentor-Protégé guidelines for guidance on the number of contracts and amount of DBE credit allowed on WisDOT projects.

14. Use of Joint Checks

The use of joint checks is allowable if it is a commonly recognized business practice in the material industry. A joint check is defined as a two-party check between a DBE subcontractor, a prime contractor, and the regular dealer or materials supplier who is neither the prime nor an affiliate of the prime. Typically, the prime contractor issues one check as payor to the DBE subcontractor and to the supplier jointly (to guarantee payment to the supplier) as payment for the material/supplies used by the DBE firm in cases where the DBE subcontractor and materials have been approved for DBE credit. The DBE subcontractor gains the opportunity to establish a direct contracting relationship with the supplier to potentially facilitate a business rapport that results in a line of credit or increased partnering opportunities.

The cost of material and supplies purchased by the DBE firm is part of the value of work performed by the DBE to be counted toward the goal. To receive credit, the DBE firm must be responsible for negotiating price, determining quality and quantity, ordering the materials, and installing (where applicable) and "paying for the material itself." See 49 CFR 26.55(c)(1).

The approval to use joint checks constitutes a commitment to provide further information to WisDOT, upon request by staff. WisDOT will allow the use of joint checks when the following conditions are met:

- **a.** The Prime Contractor must request permission to use joint checks from the DBE Office by submitting the Application to Use Joint Checks.
 - (1) Request should be made when the DBE Commitment or the Request to Sublet is submitted; the request will not be considered if submitted after the DBE Subcontractor starts its work.
 - (2) Approval/Permission must be granted prior to the issuance of any joint checks.
 - (3) The payment schedule for the supplier must be presented to the DBE office before the first check is issued.
 - (4) The joint check for supplies must be strictly for the cost of approved supplies.
- b. The DBE subcontractor is responsible for furnishing and/or installing the material/work item and is not an 'extra participant' in the transaction. The DBE firm's role in the transaction cannot be limited solely to signing the check(s) to release payment to the material supplier. At a minimum, the DBE subcontractor's tasks should include the following:
 - (1) The DBE subcontractor (not the prime/payor) negotiates the quantities, price, and delivery of materials.
 - (2) The DBE subcontractor consents to sign/release the check to the supplier by signing the <u>Application to Use</u> <u>Joint Checks</u> after establishing the conditions and documentation of payment within the subcontract terms or in a separate written document.
- c. The Prime contractor/payor acts solely as a guarantor.
 - (1) The Prime Contractor agrees to furnish the check used for the payment of materials/supplies under the contract.
 - (2) The prime contractor/payor cannot require the subcontractor to use a specific supplier or the prime contractor's negotiated unit price.

15. Payment

Costs for conforming to this Additional Special Provision (ASP) and any associated DBE requirements are incidental to the contract.

Appendix A Substantive Conversation Guidelines

The substantive conversation is critical to all bidders' demonstration of good faith effort to meet the DBE goal prior to bid opening. Relationship building between primes and subcontractors is crucial to DBE goal attainment. Responsible bidders seek to build rapport with potential DBE subcontractors to understand capacity, areas of expertise, and assess contracting feasibility. Bidders who compete for WisDOT contracts are specialty contractors responding to a growing and changing contract environment. Just as these specialists are responsible for care of the roads, they are likewise responsible for contributing to the health of the industry. The substantive conversation drives collaboration that will build industry health and capacity. The following is intended to provide guidance for such discussions but is not an exhaustive list. Contractors are encouraged to incorporate their existing strategies for cultivating business relationships as well.

Prior to Bid Opening- this discussion should happen as early as possible (WisDOT advertisements are released weeks prior to each Let)

- 1. Determine DBE subcontractor's interest in quoting
- 2. If response indicates inexperience with quoting- offer support/assistance to the DBE in understanding the industry including fundamentals a subcontractor needs to know, required reading and/or resources.
- 3. Assess their interest and experience in the road construction industry by asking questions such as:
 - Have you competed for other WisDOT contracts? Ratio of competed/to wins
 - Have you performed on any transportation industry contracts (locally or with other states)?
 - What the largest contract you've completed?
 - Have you worked in the industry: apprentice, journeyman, safety, inspection etc.?
 - Does this project fit into your schedule? Are you working on any contracts now?
 - Have you reviewed a copy of the plans? Are you comfortable performing within the scope and quantity considerations of this contract?
 - What region do you work in? Home base?
 - Which line items are you considering?
 - Have you read/are you familiar with WisDOT Standard Specifications? Construction Material Manual?
 - Do you understand where your work fits in the project schedule, project phases?

Following Bid Opening- this discussion can happen at any time

- 1. After reviewing their quote, note the following in your discussion:
 - Does the quote look complete? Irregular?
 - Are there errors in the quote? Are items very high or very low?
 - In general, does the quote look competitive?
- 2. Questions and Advice for the bidder to share with the potential DBE subcontractor:
 - What line items would typically be in a competitive quote for a subcontractor of their specialty?
 - How many employees and what is their role/experience/expertise in your firm?
 - Do you have resources for labor (union member, family-based, community-resourced) and capital (banking relationship, bond agent, CPA)?
 - Where have you worked: cities, states, government, commercial, residential/private sector, etc. Explain similarities or differences.
 - Refer them to reliable, trusted, industry resources that can educate or connect them to relevant resources, education/certification resources, more appropriate contract opportunities.
 - Discussion about prime contract and subcontract liability, critical path items, contract quantities, schedule risks, and potential profit/loss (for upcoming known projects or in general).
 - Discussion of bonding, insurance, and overall business risk considerations.

Appendix B

Sample Contractor Solicitation Letter Page 1 (This sample is provided as a guide, not a formatting requirement)

DBE Solicitation - [Month] [Day], [Year] WisDOT Bid Letting

- Attention all DBEs. [Prime Contractor] is actively seeking your quote for the [Month][Day], [Year] Bid Letting. [Prime Contractor] is considering bidding on the projects listed on page 2 as a prime contractor. Please see page 2 for instructions and the sub-contractable opportunities for each proposal.
- **Does [Prime Contractor] accept quotes in areas we might self-perform?** Yes, we do! We support this federal rule and (if needed) we consider areas we might self-perform an opportunity to provide in the field assistance and training if we award your quote.
- Where can DBEs find the plans, specifications & addenda? Please visit [Prime Contractor's] plan room [LINK] or on WisDOT's Highway Construction Contract Information HCCI website: Wisconsin Department of Transportation Highway Construction Contract Information (wisconsindot.gov). This same website can be checked for the contract status.
- **What should your quote include?** All the costs required to complete the items you propose to perform including labor, equipment, material, and related bonding or insurance. The quote should also note items that you are DBE certified to perform, tied items, and any special terms. Please use page 2 as your cover sheet for your quote.
- **Do you have a question regarding bonding, credit, insurance, equipment, or supplies/materials?** We welcome all DBE questions! Please call [Prime Contractor] and ask to speak with [Contact]. [Prime Contractor] can provide basic information as well as a referral to a trusted industry partner for insurance and bonding needs.

When are quotes due?

- [Month] [Day], [Year] at [Time]. We accept quotes via SBN, email, or fax. Please make every effort to have your quotes in by this time or earlier. Quality check your quote so it includes the correct letting date, project ID, proposal number, unit price and extension.
- Who can DBEs contact for questions, information, clarification or for a quote evaluation? [Project Manager Name] [Phone] [Email]. If you are quoting [Prime Contractor] for the first time, we encourage you to come meet with us in person to discuss the project. Our office hours are 7:30 a.m. 5:00 p.m. On bid day, we are in the office by 6:30 a.m.

Why partner with [Prime Contractor]?

DBE partnership is a core part of [Prime Contractor's] mission. Including DBEs at the beginning of each project is essential in the success of each project. We consider DBEs to be important industry partners who bring dedication and knowledge at various stages during construction. We are proud to be an industry leader with our DBE partnership. Your success as a DBE is our success.

Please check all that apply:

Signs/Posts/Markers

Survey/Staking

Yes, we will be quoting the projects & items listed below

Please take our name off your monthly DBE contact list

No, we are not interested in quoting on the letting or its items referenced below

Sample Contractor Solicitation Letter Page 2

(This sample is provided as a guide, not a formatting requirement)

REQUEST FOR QUOTE

[Prime Contractor] Letting Date: [Month] [Day], [Year] Project IDs: 1234-56-00 (Proposal #1) & 1234-01-78 (Proposal #6)

rime Contractor Contact:	DBE:	
none:		
mail:		
Please circle the proposals an	nd items you will be quoting below and	d contact us with any question
Proposal	1	6
County	Dane County	Crawford County
Clearing & Grubbing	X	Х
Dump Truck Hauling	X	Х
Curb/Gutter/Sidewalk	X	
Erosion Control Items		Х
Excavation	X	Х
Pavement Marking		Х
Traffic Control	X	
Sawing	X	Х
QMP, Base		Х
Pipe Underdrain	X	
Landscape		Х
Beam Guard	X	
Electrical	X	

Again, please make every effort to have your quotes into our office by time deadline prior to the letting date.

X

X

Sample Contractor Solicitation Email - Simplified

(This sample is provided as a guide, not a formatting requirement)

ATTENTION DBEs

- [Prime Contractor] specializes in municipal projects in the XX Region(s)
- We have successfully competed for and completed XX WisDOT projects over the past XX years
- Consider [Prime Contractor] your partner on WisDOT Projects

[Prime Contractor] is seeking <u>your</u> subcontractor quote for the XX/XX/20XX WisDOT bid letting on the below projects:

Project	Proposal	County	Region
1234-56-00	2	Dane	SW
1234-01-78	6	Crawford	SW

- Please review the attachments [attach Solicitation Letter] and respond with your intent to quote (or not) along with the work items you are interested in performing and respond via fax or email by <u>date</u>. The quote should note items that you are DBE certified to perform, tied items, and any special terms. Please include labor, equipment, material, and related bonding or insurance.
- If you have any questions regarding bonding, credit, insurance, equipment and/or materials/supplies, please feel free to call [Prime Contractor] and ask for [Contact]. (Include if your company is willing to answer these types of DBE questions)
- o Plans and Specifications can be found: WisDOT HCCI Website: List webpage where plans are located
- If you do choose to quote, please make every effort to have your quote into our office by <u>time and date.</u>
 Make sure the correct letting date, project number, unit price and extension are included in your quote.
- Should you have questions regarding the mentioned project, please call our office at (414) 555-5555 and we will direct you to the correct estimator/project manager.
 Our office hours are 7:30 a.m. 5:00 p.m.

Thank you - we look forward to working with your company on this project!

Prime Contractor Project Manager

Direct: 414-555-555 Cell: 414-555-556

Sample Contractor Solicitation Email to non-DBE WisDOT Subcontractors - Simplified

(This sample is provided as a guide, not a formatting requirement)

ATTENTION WISDOT SUBCONTRACTORS

[Prime Contractor] is considering bidding on the below projects for the XX/XX/20XX WisDOT Bid Letting:

Project	Proposal	County	Region	DBE Goal
1234-56-00	2	Dodge	sw	6.00%
1234-01-78	11	Adams	NC	3.00%
1234-00-99	20	Buffalo	NW	5.00%
1234-00-98	33	Portage	NC	6.00%

The above projects have DBE goals and [Prime Contractor] is committed to DBE inclusion with every project. As such, we are requesting:

- All WisDOT Subcontractors to <u>solicit and utilize</u> DBEs in your quotes.
- DBE participation can be achieved through purchasing materials from DBE suppliers, using DBE subcontractors and/or DBE trucking firms or any combination of these.
- If there is an opportunity to untie an item in your quote so a DBE can be utilized, please look for those opportunities as well.
- Your quote will be evaluated based on the amount of DBE participation your company is able to provide when compared to other quotes for the same work.

If you do choose to quote, please make every effort to have your quote into our office by <u>time and date.</u> Please submit all quotes to [Email]. Make sure the correct letting date, project number, unit price and extension are included in your quote.

Should you have questions regarding the mentioned project, the Project Manager contact is: [Name] [Phone Number] [Email]

Thank you for utilizing DBEs who are trusted industry partners with WisDOT projects.

Prime Contractor Project Manager Direct: 414-555-5555 Cell: 414-555-5566

Appendix C 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 later completion.
- 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 help small businesses learn more about opportunities, compete more effectively, network with other contractors and subcontractors, and win more jobs. The DBE will provide free SBN accounts to DBEs when requested. Use DBE_Alert@dot.wi.gov to request an account. **DBE firms can:**

- 1. View and reply to sub-quote requests from primes:
 - a. After logging into the Bid Express service, you can quickly review all incoming sub-quote requests and all unsolicited sub-quotes created by your company. Receive notifications by selected work type. To simplify on the Small Business Network home screen, sub-quote requests can be filtered by work types relevant to your interests or hidden with one click if they are not applicable.
- 2. Select items when responding to sub-quote requests from primes:
 - a. You have the freedom to choose and price any number of items when responding to a sub-quote request. Quantities can be modified, and per-item comments are also available.
 - b. View requests for sub-quotes for work that primes have posted for projects they are bidding, add your pricing, terms, and conditions, and submit completed sub-quotes to the requesting primes. c. Add attachments to a sub-quote.
- 3. Create and send unsolicited sub-quotes to specific contractors:
 - a. Create unsolicited sub-quotes with ease using the intuitive sub-quote creator. In eight short steps, you can rapidly create a custom sub-quote directed at any number of specific vendors of your choosing. Steps include: provide contact information and sub-quote expiration date, select letting and proposal, add work types and items, specify terms and conditions, upload attachments, and select vendors.
- 4. Easily select and price items for unsolicited sub-quotes:
 - a. After adding applicable work types, select items that you wish to quote. The extended price calculates automatically, cutting out costly calculation errors. Comments can be provided on a per-item basis as well.
 - b. Create an unsolicited sub-quote that lists the items from a proposal that you want to quote, include pricing, terms and conditions, and send it to selected prime/plan holder.
 - c. Add attachments to a sub-quote.
 - d. Add unsolicited work items to sub-quotes that you are responding to.
- 5. Easy Access to Valuable Information
 - a. Receive a confirmation that your sub-quote was opened by a prime.
 - b. View Bid Tab Analysis data from past bids, including the high, average and low prices of items.
 - c. View important notices and publications from DOT targeted to small and disadvantaged businesses.
- 6. Accessing Small Business Network for WisDOT contracting opportunities
 - a. If you are a contractor not yet subscribing to the Bid Express service, go to **www.bidx.com** and select "Order Bid Express." The Small Business Network is a part of the Bid Express Basic Service.

Appendix D

Good Faith Effort Evaluation Measures by categories referenced in DBE regulations

Bidders must demonstrate that they took all necessary and reasonable steps to achieve the assigned DBE contract goal. For each contract, all bidders must submit documentation indicating the goal has been met <u>or</u> if falling short of meeting the assigned goal, must request a DBE Goal Waiver and document all efforts employed to secure DBE subcontractor participation on Form DT1202.

DBE staff analyze the bidder's documented good faith efforts to determine if action taken was sufficient to meet the goal. Sufficiency is measured contract-by-contract. WisDOT evaluates active and aggressive efforts, quality, quantity, scope, intensity, and appropriateness of the bidder's efforts as a scale of the principles of Good Faith outlined in 49 CFR Part 26, Appendix A. Additional emphasis is placed on the bidder's demonstration of timely submission of documentation and communication with DBE subcontractors, and business development initiatives undertaken to support DBE firm growth.

The following is a sample of good faith effort activities that are rated according to the accompanying rubric. Contractors are encouraged to identify additional activities that align with their business type(s).

- Personal, tailored solicitation to firms that specialize in work types planned or desired for subcontracting
- Follow up to initial solicitation via email or phone
- Substantive conversation including topics such as contract liability, critical path work items, schedule risks, and potential profit/loss
- SBN utilization including posting quotes
- Review and response to DBE quotes including provision of information about plans, specifications, and requirements as applicable
- Documentation requesting subcontractors support DBE goal by solicitation and inclusion of DBE subcontractor quotes
- Responsive and timely submission of organized documentation
- Analysis of number of DBE firms who do work types that you typically subcontract
- Analysis of number of DBE firms who reside in geographical areas where prime seeks work
- Analysis of firms who express interest in bidding/quoting including the number of firms who declined your solicitation
- Reference check of DBE subcontractor work or training (documentation of questions and response required)
- Number of different efforts undertaken to meet the assigned DBE goal as documented in accompanying Form DT1202
- Submission of all DBE quotes received matched with a variety of work to be performed by DBEs
- Number and names of DBE firms provided written advice, or referral to industry-specific business development resources
- Overall pattern of DBE utilization on all WisDOT contracts which may include contracting with municipalities
- Documentation of resources expended to meet assigned DBE goal (#of hours, staff titles, average pay rate, actions taken)
- Analysis of subcontractable work items to be completed by prime beyond prime contractor's 30%
- Risk analysis of work items that are typically in tied quotes that could be unbundled
- List of contract work items in smallest economically feasible units, identifying schedule impact
- Submission of a Gap Analysis identifying DBE skillset and/or industry needs
- Staff training in EEO and Civil Rights laws as documented in training logs
- Written Capacity Assessment completed with DBE firm documenting its ability to perform the work quoted
- DBE engagement efforts beyond simple solicitation that include a substantive discussion, initiated as early in the acquisition process as possible (points added for each day prior to letting)
- Outreach and marketing efforts with minority, women, and veteran-focused organizations at least 10 days prior to bid opening
- Active involvement in WisDOT's Business Development Program, TrANS training, facilitated networking efforts, workshops
- Customized teaching/training efforts for future opportunities with DBE subcontractor, contract specific and/or annually
- Introduction and reference provided for DBE subcontractor to a prime who has not previously contracted with the DBE firm
- Prime utilization of a DBE subcontractor the prime has not contracted with previously
- Written referral/recommendation to bond/insurance agents, manufacturer, supplier
- Documented efforts fostering DBE participation through administrative and/or technical assistance
- Evidence of negotiation with the DBE firm about current and future Let opportunities
- Recommendation of local and state services that support small business and access to opportunity: DOA, SBA, WEDC, WPI, etc.
- Advice on bonding, lines of credit, or insurance as required to complete the items quoted and contract requirements.
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GFE Evaluation Rubric – Phase 1 – Initial Review

DT1202	Examples	Rating	OBOEC Feedback
Solicitation Documentation	Identify all reasonable and available activities performed to solicit the interest of all certified DBEs who have capacity and ability to perform work on the project. Such as: Updated solicitation letter and email, timely		
	solicitation, and follow-up, and/or utilized various methods to communicate solicitation (ex: letter, email, publication, posting and/or website)		
Selected Work Items Documentation	All work items are broken out into economically feasible units to facilitate DBE participation.		
	Such as: Selected work items are specific to each proposal and clearly identified in all solicitation(s)		
Documentation of Project Information provided to Interested DBEs	Provide interested DBEs with adequate information about the plans, specifications, and any other contractual requirements in a timely manner to assist DBEs in response to solicitation.		
	Such as: Project information is clearly identified in all solicitation(s)		
Documentation of Negotiation with Interested DBEs	Provide sufficient evidence demonstrating that good faith negotiations took place during the bid letting.		
	Such as: Documented attempts with DBEs or on behalf of DBEs to increase DBE participation		
Documentation of Sound Reason for Rejecting DBEs	Provide sufficient evidence demonstrating that DBEs are rejected for sound reasons.		
	Such as: Detailed and thoughtful analysis that considers both the percentage and dollar difference when rejecting a DBE including past performance, relevant business experience and stability, safety record, business ethic and integrity, technical capacity, and other tangible factors.		
Documentation of Assistance to Interested DBEs- bonding, credit, insurance, equipment, supplies/materials	Documented assistance in both solicitation(s) and outreach to DBEs.		
Documentation of Outreach to Minority, Women, and Community organizations and other DBE Business Development Support	Effectively use the services of minority, women, and community organizations as well as contractors' groups, local, state, and federal business assistance offices and organization that provide assistance in recruiting and supporting DBEs, as well participation in activities that support DBE business development.		
	Such as: Variety of activities that translate into meaningful DBE participation		
Documentation of other GFE activities	Such as: Used DT1202 Excel Workbook, Diversity & Inclusion company policy, Mentor-Protégé participant, awarded neutral DBE after bid submission, included company GFE overview/strategy information and/or company website highlights DBE opportunities and participation		
Overall Demonstration of GFE			

GFE EVALUATION RATING LEGEND – PHASE 1 – Initial Review

Documentation provided by bidder is evaluated and rated on the rubric. Bidders should include activities characterized by the following types of effort:

ACTIVE & AGGRESSIVE: Demonstrated through engaged and assertive activity

QUALITY: Demonstrated through essential character of conscientious and serious activity

QUANTITY: Demonstrated through a measurable number of activities

SCOPE & INTENSITY: Demonstrated through a rigorous approach to an appropriate and purposeful range of activities

TIMING: Demonstrated through engagement efforts beyond simple solicitation, initiated early in the process

GFE EVALUATION - PHASE 2 - Team Review

GFE Team completes:

- Review of activities included on the rubric
- Review of the intent to award and sound reasoning submitted by Prime
- Bid analysis to confirm if any bid submitted met the DBE goal
- Review average of other bidders DBE goal achievement
- Team review of combined efforts documented in Phase 1 and 2 constitute final GFE determination

Rating Scale:

GFE Approval:

Bona Fide = 6 or more categories color coded green.

Genuine effort characterized by sincere and earnest activities - "Solicitation" and "Sound Reasoning" must be green

GFE Approval:

Sufficient = 5 or more categories color coded green or yellow

Adequate effort documented with a variety of quality activities – "Solicitation" and "Sound Reasoning" must be green or yellow

GFE Denial:

Pro Forma efforts = 4 or less categories color coded green or yellow. Perfunctory effort characterized by routine or superficial activities

Green = Exceeds expectations

Yellow = Meets expectations

Red = Areas in need of attention and/or absence of documentation

See OBOEC Rubric Analysis Feedback

Excerpt from Appendix A to 49 CFR Part 26:

V. In determining whether a bidder has made good faith efforts, it is essential to scrutinize its documented efforts. At a minimum, you must review the performance of other bidders in meeting the contract goal. 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 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. As provided in §26.53(b)(2)((vi), you must also require the contractor to submit copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract to review whether DBE prices were substantially higher; and contact the DBEs listed

GFE RUBRIC ANALYSIS				
OBOEC DECISION	APPROVAL OR DENIAL			
Prime Contractor				
Proposal				
Project				
Bid Letting				
DBE Goal Amount				
DBE Goal Amount Achieved				
Bid Analysis				
Goal %	Achieved %			
Apparent Low Bidder	%			
Bidder B				
Bidder C				
Average of OTHER Bidders (Not including Apparent Low Bidder)				
DBE Quotes Received				
DBE Quotes Awarded				
DBE Quote(s) Rejected	Rejected Quote Analysis			
DBE Quote(s) Awarded	Awarded DBE Amount			

Appendix E Good Faith Effort Best Practices

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 be thorough 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 F Good Faith Effort Evaluation Guidance Appendix A of 49 CFR Part 26

I. When, as a recipient, you establish a contract goal on a DOT-assisted contract for procuring construction, equipment, services, or any other purpose, a bidder must, in order to be responsible and/or responsive, make sufficient 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, you have the responsibility 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, based on the regulations and the guidance in this Appendix.

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. Determinations should not be made using quantitative formulas.

- 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. (1) Conducing market research to identify small business contractors and suppliers and soliciting through all reasonable and available means the interest of all certified DBEs that have the capability to perform the work of the contract. This may include attendance at pre-bid and business matchmaking meetings and events, advertising and/or written notices, posting of Notices of Sources Sought and/or Requests for Proposals, written notices or emails to all DBEs listed in the State's directory of transportation firms that specialize in the areas of work desired (as noted in the DBE directory) and which are located in the area or surrounding areas of the project.
- (2) The bidder should solicit this interest as early in the acquisition process as practicable to allow the DBEs to respond to the solicitation and submit a timely offer for the subcontract. The bidder should 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 (for example, smaller tasks or quantities) to facilitate DBE participation, even when the prime contractor might otherwise prefer to perform these work items with its own forces. This may include, where possible, establishing flexible timeframes for performance and delivery schedules in a manner that encourages and facilitates DBE participation.
- 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 with their offer for the subcontract.
- 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. (1) 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 status) are not legitimate causes for the rejection or non-solicitation of bids in the contractor's efforts to meet the project goal. Another practice considered an insufficient good faith effort is the rejection of the DBE because its quotation for the work was not the lowest received. However, nothing in this paragraph shall be construed to require the bidder or prime contractor to accept unreasonable quotes in order to satisfy contract goals.
- (2) A prime contractor's inability to find a replacement DBE at the original price is not alone sufficient to support a finding that good faith efforts have been made to replace the original DBE. The fact that the contractor has the ability and/or desire to perform the contract work with its own forces does not relieve the contractor of the obligation to make good faith efforts to find a replacement DBE, and it is not a sound basis for rejecting a prospective replacement DBE's reasonable quote.
- 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, it is essential to scrutinize its documented efforts. At a minimum, you must review the performance of other bidders in meeting the contract goal. 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 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. As provided in §26.53(b)(2)((vi), you must also require the contractor to submit copies of each DBE and non-DBE subcontractor quote submitted to the bidder when a non-DBE subcontractor was selected over a DBE for work on the contract to review whether DBE prices were substantially higher; and contact the DBEs listed on a contractor's solicitation to inquire as to whether they were contacted by the prime. Pro forma mailings to DBEs requesting bids are not alone sufficient to satisfy good faith efforts under the rule.

VI. A promise to use DBEs after contract award is not considered to be responsive to the contract solicitation or to constitute good faith efforts.

[79 FR 59600, Oct. 2, 2014]

Appendix G

(SAMPLE) Forms DT1506 and DT1202

Official Form DT1506 can be found here: https://wisconsindot.gov/Documents/formdocs/dt1506.pdf

COMMITMENT TO SU			er-	-		Departme		sportation
DT1506 12/2021 s.84.06(2)			0.50	Project ID: Proposal #				
Prime Contractor: County:				Letting Date:				
This contract requires that a spec	rified percentage	of the work be subcontra	cted to a	Total \$ Value of				
disadvantaged business enterprised described in ASP-3. The submitts	se and that this i	nformation be submitted a	as utes vour	Prime Contract: DBE Contract Go	_ <u>\$_</u> nal:	%		
DBE commitment. Include Attach	ment A for DBE	s included on commitmen	t.	DBE Goal Achiev	-	0.00%		
This form must be complete	d and returne	d for this proposal. S						
1. DBE Firm	2. Work or Ite	ms to be subcontracted	3. Supplier Y/N	4. Trucking Only	5. DBE I Subcont		6. DBE / for Cred	
				O# L#				
				O# L#				
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Government L Approved Ar	nounts							
A = \$ V = \$	%		8	Prime Representa	tive Siar	nature 9 F		
Total = \$	%			i illie Nepresella	.ive Sigi	iature ox L	/ate	
Signature:				0 900000 00000 00000	6.00	45 7500		
Date: Good faith effort approved:	Yes □ N	o □ 		DBE Office Signat	ure & Da	ate Appro	ved	

1

COMMITMENT TO SUBCONTRACT TO DBE ATTACHMENT A

CONFIRMATION OF PARTICIPATION

Project I.D.:		Prop	osal Number:		
Letting Date:					
Name of DBE Firm Participat	ing in this Contract:				
Name of the Prime/Subcontra	actor who hired the DBE	Firm:	(list all names of tiers if more th	an one)	
Type of Work or Type of Mate	erial Supplied:				
Total Subcontract Value:			Total DBE Credit Value:		
		Prime	e Contractor Representative's Sigr	ature	
FOR PRIME CONTRACTORS O	ts with the participating	Prime	e Contractor Representative's Nan	ne (Print Nam	ne)
	DBE firm to perform the type of work listed or supply the material indicated above for the subcontract value listed		Prime Contractor (Print Company Name)		
		Date			
FOR PARTICIPATING DBE FIR	s with the Prime	Parti	cipating DBE Firm Representative	s Signature	Date
Contractor or the Hiring Contract work or supply the material indic subcontract value listed above.		Participating DBE Firm Representative's Name (Print Name)			
FOR DBE TRUCKING FIRMS O	credit, only trucks listed	Participating DBE Firm (Print Company Name)			
on my WisDOT approved Schedule of Owned/Leased Vehicles for DBE Credit form and I will be utilizing the number of trucks as listed below.		DBE	Firm's Address:		
# Owned Trucks	# Leased Trucks		# DBE-Owned Leased Trucks	00 00000	-DBE-Owned sed Trucks
Off site Hauling					



DOCUMENTATION:OF:GOOD:FAITH:EFFORT:

Wisconsin-Department-of-Transportation DT1202......3/2020

+

Project ID	Proposal-No.	Letting
Prime Contractor		County
Person Submitting Document		Telephone-Number
Address		Email-Address

All-bidders-must-undertake-necessary-and-reasonable-steps-to-achieve-the-assigned-DBE-contract-goal-per-federal-regulatory-guidance-at-49-CFR-Part-26.-Bidders-use-this-form-to-document-all-efforts-employed-to-meet-the-assigned-goal-as-a-record-of-contractor-good-faith-efforts-(GFE).-Refer-to-ASP3-or-49-CFR-Part-26-for-guidance-on-actions-that-demonstrate-good-faith-effort.

It is critical to list-all-efforts, attach-documentation, and follow the instructions to complete this submission.

Documentation of good faith effort includes copies of each DBE and non-DBE subcontractor quote submitted to the bidder for the same line items. Utilize the sample documentation logs to document and organize efforts.

Submit-good faith effort documentation per ASP-3 guidelines.

Instructions: Provide a narrative description of all activities pursued to demonstrate good faith efforts, any corresponding documentation, and applicable explanation on separate pages. Include the following items, organized in the order listed below.

1.→ Solicitation Documentation:

- a. Purpose: To identify all-reasonable and available activities the bidder-performed to solicit the interest of all-certified DBEs who have the capacity and ability to perform work on the project. All-solicitation efforts should begin as early as possible to ensure DBEs have ample time to respond and ask-questions.
- b. Action: Identify and list-all-activities engaged in to solicit DBEs using all reasonable and available means such as written notice and follow-up communications; substantive conversations; pre-bid-meetings; networking events; market-research; advertising.

2.→ Selected·Work·Items·Documentation:

- a.→ Purpose: To ensure that all work items are broken out into economically feasible units to facilitate DBE participation. This must occur-even when you prefer to perform the work yourself.
- b. Action: Identify economically feasible work units to be performed by DBEs to include activities such as: list of work items to be performed; breaking up of large work items into smaller tasks or quantities; flexible time frames for performance and delivery schedules.

3.→ Documentation of Project Information provided to Interested DBEs:

- a.→ Purpose: To provide interested DBEs with adequate information about the plans, specifications, and any other contractual requirements in a timely manner to assist DBEs in response to solicitation.
- b.→ Action: Provide DBEs · access · to · plans, · specifications, · and · other · contract · requirements . · Early · solicitation · allows · ample · opportunity · to · provide · project · information, · links · to · Let · advertisements, · and · substantive · engagement · with · DBEs.

4.→ Documentation of Negotiation with Interested DBEs:

- a.→ Purpose: To ensure that negotiations with interested DBEs were made in good faith providing evidence as to why agreements could not be reached for DBEs to perform work.
- b. Action: Provide-sufficient evidence to demonstrate that good-faith negotiations took-place. Merely-sending-out-solicitations requesting-bids from DBEs does not constitute sufficient good-faith efforts. A bidder using good-business judgment considers a number of factors in negotiating with all subcontractors, and the firm's price and capabilities in addition to contract goals are taken 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 failing to meet the DBE goal as long as costs are reasonable. (see 49 CFR Part 26 Appendix A)

5.→ Documentation·of·Sound·Reason·for·Rejecting·DBEs:

- a.→ Purpose: To ensure that bidders avoid rejecting DBEs as unqualified without sound reasons. Reasons for rejection must be based on thorough investigation of DBE capabilities.
- b. Action: Provide-sufficient-evidence to demonstrate that DBE-was rejected for sound reasons such as past-performance, relevant business experience and stability, safety record, business ethic and integrity, technical capacity, other tangible factors.

6.→ Documentation·of·Assistance·to·Interested·DBEs-·Bonding,·Credit,·Insurance,·Equipment,· Supplies/Materials:·

- a.→ Purpose: To assist interested DBEs in obtaining bonds, lines of credit, insurance, equipment, supplies, materials, and other assistance or services.
- b. Action: Assist-interested DBEs in obtaining bonding, lines of credit or insurance, and provide technical assistance or information related to plans, specifications, and project requirements. Assist DBEs in obtaining equipment, supplies, materials or other services related to meeting project requirements (excluding supplies or equipment the DBE purchases from the prime).

7.→ Documentation of outreach to Minority, Women, and Community Organizations and other DBE Business Development Support:

- a.→ Purpose: To effectively use the services of minority, women, and community organizations as well as contractors groups, local, state, and federal business assistance offices and organization that provide assistance in recruiting and supporting DBEs, as well as participation in activities that support DBE business development.
- b.→Action: Contact-organizations and agencies for assistance in contacting, recruiting, and providing support to DBE subcontractors, suppliers, manufacturers, and truckers at least 14 days before bid opening. Participate in or host activities such as networking events, mentor-protégé programs, small business development workshops, and others consistent with DBE support.

Return to: Wisconsin-Department of Transportation DBE-Program-Office PO-Box-7965 Madison, WI-53707-7965 DBE_Alert@dot.wi.gov

I-certify-that-I-have-utilized-comprehensive-good-faith-efforts-to-solicit-and-utilize-DBE-firms-to-meet-the-DBE-participation-requirements-of-this-contract-proposal, as-demonstrated-by-my-responses-and-as-specified-in-Additional-Special-Provision-3-(ASP-3). I-certify-that-the-information-given-in-the-Documentation-of-Good-Faith-Efforts-is-true-and-correct-to-the-best-of-my-knowledge-and-belief I-further-understand-that-any-willful-falsification,-fraudulent-statement,-or-misrepresentation-will-result-in-appropriate-sanctions,-which-ma							
involve debarment and/or prosecution under applicable state (Trans	s-504) and Federal laws.						
	(Bidder/Authorized Representative Signature)						
	00000						
	(Print-Name)						
	99 99 9						
	(Title)						

Good·Faith·Effort·-·Sample·Documentation·Logs

The sample logs below are provided as guides rather than exhaustive list. See ASP3, Appendix A for additional examples of demonstrable good faith efforts. Attach documentation for each activity listed.

Acceptable forms of documentation include copies of solicitations sent to DBEs, notes from substantive conversations and negotiations with DBEs, copies of advertisements placed, email-communications, all quotes received from DBEs and from all subcontractors who were considered alongside DBE quotes, proof of attendance at applicable networking events; flyers for events or workshops for DBEs offered by the prime, and other physical records of good faith efforts activities.

SOLICITATION-LOG-

Date	Activity	Name-of-DBE-Solicited	Follow-up
4/1/2020	Sent-May-Let-solicitation	Winterland Electric	Spoke-with-Mark-Winterland-on-4/15/20-to-ask-if- he-would-quote-

SELECTED WORK-ITEMS-SOLICITED LOG

Work-Type	DBE-Firm	Contact-Person	Date	Contact·Mode
Payament Madrine	ABC-Marking	Leslie·Lynch	4/1/2020	Email; phone
Pavement-Marking	#1-Marking-Co.	Mark-Smart	4/1/2020	Email;·left·VM
Flactrical	Winterland·Electric	Tabitha-Tinker	4/3/2020	Email,·left·VM
Electrical	Superstar-Wiring	Jose-Huascar	4/3/2020	Email; phone

INFORMATION-PROVIDED-LOG

Request- Date	DBE-Firm	Information·Requested·&·Provided	Response- Date
4/1/2020		Requested-info-on-electrical-requirements;-provided- plan-and-link-to-specs	4/3/2020
4/21/2020	Absolute-Construction	Wanted to know how and when supplies are paid for by WisDOT; referred to spec that covers stockpiling	4/21/2020

NEGOTIATIONS:LOG

Date	DBE-Firm	Contact-Name	Work-Type	Quotes Rec'd?	Considere d-for- project?	If-not-selected, why?
4/12/2020	ABC-Landscape	John-Dean	Erosion-Control	Yes	No	Cannot-perform-all-items
4/17/2020	Wild-Ferns	Sandy-Lynn	Erosion-Control	Yes	Yes	
4/20/2020	#1·Marking	Mark-Smart	Electrical	Yes	Yes	

ASSISTANCE-LOG

Date	DBE-Firm	Contact-Person	Assistance-Provided	
4/1/2020	ABC-Sawing	Jackie-Swiggle	Informed·DBE·on·how·to·obtain·bonding	
4/17/2020	Supreme-Construction		Provided-contact-for-wholesale-supply- purchase	

OUTREACH & BUSINESS DEVELOPMENT LOG

Date	Agency/Organization· Contacted	Contact-Person	Assistance Requested
4/1/2020	Women-in-Construction	LaTonya·Klein	Contact-information-for-woman-owned-suppliers
4/28/2020	WBIC	Sam-Smith	Asked-for-information-to-provide-to-DBE-regarding- financing-programs-through-WBIC

Official Form DT1202 can be found here: https://wisconsindot.gov/pages/global-footer/formdocs/default.aspx

ADDITIONAL SPECIAL PROVISION 4

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.

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 is not allowed to withhold 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.

Acceptance and Final Payment

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.

Additional Special Provision 6 (ASP-6) Modifications to the standard specifications

Make the following revisions to the standard specifications.

107 Legal Relations and Responsibility to the Public

Add subsection 107.27 effective with the November 2024 letting.

107.27 Drones or Unmanned Aircraft Systems (UAS)

107.27.1 Licensing and Compliance

- (1) Obtain and possess the necessary Federal Aviation Administration (FAA) licenses and certifications to operate drones commercially (https://www.faa.gov/uas).
- (2) Comply with all FAA regulations, airspace restrictions, and local laws. Operators of small drones that are less than 55 pounds for work or business must follow all requirements as listed in Title 14, Chapter 1, Subchapter F, Part 107 of the Code of Federal Regulations (14 CFR) and obtain a remote pilot certificate (https://www.faa.gov/uas/commercial_operators).
- (3) Comply with Wisconsin State Statute 942.10. Limit operations to the specific approved purpose and employ reasonable precautions to avoid capturing images of the public except those that are incidental to the project.
- (4) Provide copies of waivers required for specific project conditions to the engineer prior to any flight.

107.27.2 Flight Approval, Safety, and Incident Reporting

- (1) Submit information in 107.27.2(2) to obtain written drone flight approval from the engineer at least 3 business days prior to operating a drone within the right-of-way. Do not operate a drone within the right-of-way unless approved by the engineer.
- (2) Drone flight application for review and approval must include:
 - UAS pilot information and qualifications, images of certification
 - UAS drone information and FAA tail numbers
 - Max/ Min allowable flight parameters (weather)
 - Specifics of flight mission: capture scope
 - Estimated flight duration
 - Pre-flight checklist
 - Site-specific parameters
 - Notification protocols Federal/Local/Agency/Owner/Responsible in Charge
 - Confirmation and verification of approved operators and hardware
 - Flight plan map diagram (including launch and landing location)
 - FAA-Airspace flight map classification and confirmation with graphics
 - UAS incident management protocol
- (3) If contractor is requesting multiple types of the same flight, a simplified request can be submitted listing weekly flight plan.
- (4) Safety measures must include but are not limited to:
 - Regular training and updates on drone regulations are required and must be provided upon request.
 - Drones must be operated in accordance with safety guidelines, including maintaining a safe distance from people, structures, vehicles, etc.
 - Conduct a pre-flight safety assessment, considering weather conditions, airspace restrictions, and potential hazards.
 - Emergency procedures (e.g., drone malfunction, loss of control) must be documented and followed.
 - All incidents must be reported to the engineer.
- (5) If the drone has an incident during flight, report the following to the engineer:
 - Incident background and details.
 - FAA (14 CFR 107.9) and NTSB (49 CFR 870) notification protocol.
 - Contractor internal notification protocol.

107.27.3 Insurance Requirements

- (1) Maintain drone liability insurance with the following limits.
 - 1. For drones weighing 10 pounds or less, a liability policy with a minimum limit of \$1,000,000.00 is required.

- 2. For drones weighing more than 10 pounds and less than or equal to 20 pounds, a liability policy with a minimum limit of \$2,000,000.00 is required.
- 3. For drones weighing more than 20 pounds, notify engineer and department will determine appropriate liability policy coverage levels based on size, use, location, and other risk factors.

646 Pavement Markings

646.3.2.4 Black Epoxy

Replace paragraph (1) with the following effective with the November 2024 letting.

(1) Apply black epoxy in a grooved slot directly after the white marking. Apply epoxy at a wet mil thickness of 20. Apply black aggregate at or exceeding 25 pounds per gallon of epoxy. Do not apply glass beads to black epoxy.

ERRATA

204.3.1.3 Salvaging or Disposal of Materials

Replace paragraph (2) to correct link from 203.3.4 to 203.3.5 effective with the November 2024 letting.

(2) Dispose of concrete, stone, brick, and other material not designated for salvage as specified for disposing of materials under 203.3.5.

204.3.2.3 Removing Buildings

Replace paragraph (2) to correct link from 203.3.4 to 203.3.5 effective with the November 2024 letting.

(2) Buildings removed and materials resulting from building removal become the contractor's property unless the contract specifies otherwise. Dispose of unclaimed and removed material as specified for disposing of materials in 203.3.5.

335.3.2 Rubblizing

Replace paragraph (6) to correct link from 203.3.4 to 203.3.5 effective with the November 2024 letting.

(6) Remove reinforcing steel exposed at the surface by cutting below the surface and disposing of the steel as specified in 203.3.5. Do not remove unexposed reinforcing steel.

335.3.3 Compacting

Replace paragraph (2) to correct link from 203.3.4 to 203.3.5 effective with the November 2024 letting.

(2) Remove loose asphaltic patching material, joint fillers, expansion material, or other similar materials from the compacted surface. Also remove pavement or patches that have a maximum dimension greater than or equal to 6 inches that are either not well seated or projecting more than one inch. Dispose of removed material as specified in 203.3.5.

526.3.4 Construction, Backfilling, Inspection and Maintenance

Replace paragraph (3) to correct link from 203.3.4 to 203.3.5 effective with the November 2024 letting.

(3) Maintain temporary structures and approaches in place until no longer needed. Unless the engineer directs otherwise, completely remove and dispose of as specified in 203.3.5. Contractor-furnished materials remain the contractor's property upon removal.

602.3.6 Concrete Rumble Strips

Replace paragraph (5) to correct link from 203.3.4 to 203.3.5 effective with the November 2024 letting.

(5) At the end of each workday, move equipment and material out of the clear zone and sweep or vacuum the traveled way pavement and shoulder areas. Sweep away or vacuum up milling debris before opening adjacent lanes to traffic. Dispose of waste material as specified in 203.3.5; do not place on the finished shoulder surface.

604.2 Materials

Replace paragraph (1) with the following information to remove line and link for crushed aggregate effective with the November 2024 letting. The crushed aggregate gradation information for slope paving is now found in 604.2(3).

(1) Furnish materials conforming to the following:

Water	501.2
Select crushed material	312.2
Concrete	501
Reinforcement	505
Expansion joint filler	415.2.3
Asphaltic materials	455.2

ADDITIONAL SPECIAL PROVISION 7

- A. Reporting 1st 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. DBE firms must enter all payments to DBE and non-DBE firms regardless of tier.
 - 6. 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).
 - 7. All agreements made by a contractor shall include the provisions in A(1), (2), (3), (4), (5), and (6), and shall be binding on all first tier subcontractor relationships, all contractors and subcontractors utilizing DBE firms on the project, and all payments from DBE firms.
- B. Costs for conforming to this special provision are incidental to the contract.

NOTE: CRCS Prime Contractor payment is currently not automated and will need to be manually loaded into the Civil Rights Compliance System. Copies of prime contractor payments received (check or ACH) will have to be forwarded to paul.ndon@dot.wi.gov within 5 days of payment receipt to be logged manually.

***Additionally, for information on Subcontractor Sublet assignments, Subcontractor Payments and Payment Tracking, please refer to the CRCS Payment and Sublets manual at:

https://wisconsindot.gov/Documents/doing-bus/civil-rights/labornwage/crcs-payments-sublets-manual.pdf

ADDITIONAL SPECIAL PROVISION 9

Electronic Certified Payroll or Labor Data Submittal

- (1) Use the department's Civil Rights Compliance System (CRCS) to electronically submit certified payroll reports for contracts with federal funds and labor data for contracts with state funds only. Details are available online through the department's highway construction contractor information (HCCI) site on the Labor, Wages, and EEO Information page at:
 - https://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/default.aspx
- (2) Ensure that all tiers of subcontractors, including all trucking firms, either submit their weekly certified payroll reports (contracts with federal funds) or labor data (contracts with state funds only) electronically through CRCS. These payrolls or labor data 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 their submittals. The department will provide training either in a classroom setting at one of our regional offices or by telephone. Contact Paul Ndon at (414) 438-4584 to schedule the training.
- (4) The department will reject all paper submittals 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/labor data from their computer system into CRCS should have their payroll coordinator contact Paul Ndon at paul.ndon@dot.wi.gov. Not every contractor's payroll system is capable of producing export files. For details, see Section 4.8 CPR Auto Submit (Data Mapping) on pages 49-50; 66-71 of the CRCS Payroll Manual at:
 - https://wisconsindot.gov/Documents/doing-bus/civil-rights/labornwage/crcs-payroll-manual.pdf

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- 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. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

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, United States Code, as required in 23 CFR 633.102(b) (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). 23 CFR 633.102(e).

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. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid designbuild 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) in accordance with 23 CFR 633.102. 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 solicitation-for-bids or request-for-proposals 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). 23 CFR 633.102(b).

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. 23 CFR 633.102(d).

- 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. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).
- II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A 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 Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), 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 Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), 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 Part 230, Subpart A, 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 (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 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 Part 35 and 29 CFR Part 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. 23 CFR 230.409 (g)(4) & (5).
- 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, sexual orientation, gender identity, 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 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 or other knowledgeable company official.
- 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, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:
- a. The contractor will conduct periodic inspections of project sites to ensure 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. 23 CFR 230.409. 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, sexual orientation, gender identity, 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, sexual orientation, gender identity, 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 thereunder. 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, sexual orientation, gender identity, 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, 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. Assurances Required:

- a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.
- b. The contractor, subrecipient 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 recipient deems appropriate, which may include, but is not limited to:
 - (1) Withholding monthly progress payments;
 - (2) Assessing sanctions;
 - (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.
- c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.
- 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 nonminority 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 more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, 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, sexual orientation, gender identity, 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), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

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 (29 CFR 5.5)

- a. Wage rates and fringe benefits. All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), 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 basic hourly 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. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. 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 must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. 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 classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must 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. Frequently recurring classifications. (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:
 - (i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

- (ii) The classification is used in the area by the construction industry; and
- (iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.
- (2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.
- c. Conformance. (1) The contracting officer must 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 be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate 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 used 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) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.
- (3) 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 will be sent by the contracting officer by email to DBAconformance@dol.gov. 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.
- (4) 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 will, by email to <code>DBAconformance@dol.gov</code>, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The 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.
- (5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

- under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must 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.
- d. Fringe benefits not expressed as an hourly rate. 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 may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.
- e. Unfunded plans. 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, in accordance with the criteria set forth in § 5.28, 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.
- f. *Interest*. In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

2. Withholding (29 CFR 5.5)

- a. Withholding requirements. The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and 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.
- b. Priority to withheld funds. The Department has priority to funds withheld or to be withheld in accordance with paragraph

- 2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:
- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
 - (2) A contracting agency for its reprocurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
 - (4) A contractor's assignee(s);
 - (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, <u>31</u> U.S.C. 3901–3907.

3. Records and certified payrolls (29 CFR 5.5)

- a. Basic record requirements (1) Length of record retention. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.
- (2) Information required. Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; 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 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.
- (3) Additional records relating to fringe benefits. Whenever the Secretary of Labor has found under paragraph 1.e. of this section 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 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must 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.
- (4) Additional records relating to apprenticeship. Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.
- b. Certified payroll requirements (1) Frequency and method of submission. The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Actscovered work is performed, certified payrolls to the contracting

- agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.
- (2) Information required. The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at https://www.dol.gov/sites/dolgov/files/WHD/ legacy/files/wh347/.pdf or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.
- (3) Statement of Compliance. Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:
 - (i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;
 - (ii) That each laborer or mechanic (including each helper and apprentice) working 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 29 CFR part 3; and
 - (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(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.
- (4) Use of Optional Form WH–347. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH–347 will satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(3) of this section.

- (5) Signature. The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.
- (6) Falsification. The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.
- (7) Length of certified payroll retention. The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- c. Contracts, subcontracts, and related documents. The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.
- d. Required disclosures and access (1) Required record disclosures and access to workers. The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.
- (2) Sanctions for non-compliance with records and worker access requirements. If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, 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, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.
- (3) Required information disclosures. Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action

4. Apprentices and equal employment opportunity (29 CFR 5.5)

- a. Apprentices (1) Rate of pay. Apprentices will be permitted to work at less than the predetermined rate for the work they perform 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 (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.
- (2) Fringe benefits. Apprentices must 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, fringe benefits must be paid in accordance with that determination.
- (3) Apprenticeship ratio. The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must 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 this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- (4) Reciprocity of ratios and wage rates. Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.
- b. Equal employment opportunity. The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. 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. 23 CFR 230.111(e)(2). 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 journeyworkers 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 as provided in 29 CFR 5.5.
- **6. Subcontracts**. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 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 as provided in 29 CFR 5.5.
- 9. Disputes concerning labor standards. As provided in 29 CFR 5.5, 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 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 $\underline{40}$ $\underline{\text{U.S.C. }3144(b)}$ or § 5.12(a).

- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).
- c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, $\underline{18}$ U.S.C. 1001.
- **11. Anti-retaliation**. It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;
- b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;
- c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or
- d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), 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 watchpersons 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. 29 CFR 5.5.
- 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 and interest from the date of the underpayment. 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 shall be computed with respect to each individual laborer or

mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* 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.

* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

- a. Withholding process. The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, 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 that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.
- b. *Priority to withheld funds*. The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:
- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
 - (2) A contracting agency for its reprocurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate:
 - (4) A contractor's assignee(s);
 - (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, <u>31</u> U.S.C. 3901–3907.
- **4. Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

- **5. Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
- b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

- 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" in paragraph 1 of Section VI 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: (based on longstanding interpretation)
- 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. 23 CFR 635.102.
- 2. Pursuant to 23 CFR 635.116(a), 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. Pursuant to 23 CFR 635.116(c), 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. (based on long-standing interpretation of 23 CFR 635.116).
- 5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

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 Part 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. 23 CFR 635.108.
- 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 Part 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). 29 CFR 1926.10.

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 Part 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 11, 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 (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

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. 2 CFR 180.220 and 1200.220.

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. 2 CFR 180.320.
- 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. 2 CFR 180.325.
- 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. 2 CFR 180.345 and 180.350.

- 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, Subpart I, 180.900-180.1020, and 1200.
 "First Tier Covered Transactions" refers to any covered
 transaction between a recipient or subrecipient 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 recipient or
 subrecipient 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. 2 CFR 180.330.
- 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. 2 CFR 180.220 and 180.300.
- 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. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. 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 System for Award Management website (https://www.sam.gov/). 2 CFR 180.300, 180.320, and 180.325.
- 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 CFR 180.325.

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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 CFR 180.335;.
- (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, 2 CFR 180.800;
- (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, 2 CFR 180.700 and 180.800: 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. 2 CFR 180.335(d).
- (5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and
- (6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).
- b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

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3. 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). 2 CFR 180.220 and 1200.220.

- a. By signing and submitting this proposal, the prospective lower tier participant 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. 2 CFR 180.365.
- 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, Subpart I, 180.900 – 180.1020, 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 recipient or subrecipient 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 recipient or subrecipient 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. 2 CFR 1200.220 and 1200.332.
- 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. 2 CFR 180.220 and 1200.220.
- 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 System for Award Management website (https://www.sam.gov/), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.
- 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. 2 CFR 180.325.

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4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

- a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:
- (1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;
- (2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and
- (3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)
- b. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

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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 Part 20, App. A.

- 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.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor 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. 46 CFR 381.7.
- 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 Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B) This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

- 1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:
- a. To the extent that qualified persons regularly residing in the area are not available.
- b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
- c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.
- 2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.
- 3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.
- 4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above
- 5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region
- 6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

NON-DISCRIMINATION PROVISIONS

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- **1. Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
- **2. Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- **3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
- **4. Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Federal Highway Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Federal Highway Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- **5. Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
- **6. Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21.
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, subrecipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English
 Proficiency, and resulting agency guidance, national origin discrimination includes discrimination
 because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take
 reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed.
 Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

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:

County	<u>%</u>	County	<u>%</u>	County	%
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.

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.

BUY AMERICA PROVISION

Buy America (as documented in <u>88 FR 57750 (2 CFR part 184 and 200)</u> from the Office of Management and Budget: <u>Federal Register: Guidance for Grants and Agreements</u>) shall be domestic products and permanently incorporated in this project as classified in the following three categories, and as noted in the Construction and Materials Manual (CMM):

1. Iron and Steel

All iron and steel manufacturing and coating processes (from the initial melting stage through the application of coatings) 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 the iron and steel manufacturing and coating processes Buy America 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.

2. Manufactured Product

All manufactured products (as defined in CMM 228.5) are covered under a previous waiver from 1983 and are currently exempt from Buy America.

3. Construction Material

All construction materials (as defined in <u>88 FR 57750 (2 CFR part 184 and 200)</u> and as referenced in CMM 228.5) must comply with Buy America. All manufacturing process of construction materials must occur in the United States.

<u>88 FR 55817 (DOT-OST-2022-0124)</u> allows a limited waiver of Buy America requirements for de minimis costs and small grants.

- The Total value of the non-compliant products is no more than the lesser of \$1,000,000 or 5% of total applicable costs for the project¹; or
- The total amount of Federal financial assistance applied to the project, through awards or subaward, is below \$500,000²

The contractor shall take actions and provide documentation conforming to CMM 228.5 to ensure compliance with this Buy America provision.

https://wisconsindot.gov/rdwy/cmm/cm-02-28.pdf

Upon completion of the project, certify to the engineer, in writing using department form DT4567 that all iron and steel, manufactured products, and construction materials conform to this Buy America provision.

Form DT4567 is available at: https://wisconsindot.gov/Documents/formdocs/dt4567.docx

Attach a list of iron or steel and construction material exemptions and their associated costs to the certification form using the Buy America Exemption Tracking Tool, available at:

https://wisconsindot.gov/hccidocs/contracting-info/buy-america-exemption-tracking-tool.xlsx

¹ The de minimis public interest waiver does not apply to iron and steel subject to the requirements of 23 U.S.C. 313 on financial assistant administered by FHWA. The de minimis threshold in 23 CFR 635.410(b)(4) continues to apply for iron and steel. 2 The small grant portion of the waiver does not apply to iron, steel, and manufactured goods subject to the requirements of 49 U.S.C. 22905(a).

CARGO PREFERENCE ACT REQUIREMENT

All Federal-aid projects shall comply with 46 CFR 381.7 (a) – (b) as follows:

- (a) Agreement Clauses. "Use of United States-flag vessels:"
- (1) Pursuant to Pub. L. 664 (43 U.S.C. 1241(b)) at least 50 percent of any equipment, materials or commodities procured, contracted for or otherwise obtained with funds granted, guaranteed, loaned, or advanced by the U.S. Government under this agreement, and which may be transported by ocean vessel, shall be transported on privately owned United States-flag commercial vessels, if available.
- (2) Within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (a)(1) of this section shall be furnished to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590."
- (b) Contractor and Subcontractor Clauses. "Use of United States-flag vessels: The contractor agrees—"
- (1) To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels.
- (2) To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b) (1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590.
- (3) To insert the substance of the provisions of this clause in all subcontracts issued pursuant to this contract.

WISCONSIN DEPARTMENT OF TRANSPORTATION DIVISION OF TRANSPORTATION AND SYSTEM DEVELOPMENT

SUPPLEMENTAL REQUIRED CONTRACT PROVISIONS FOR PROJECTS WITH FEDERAL AID

I. PREVAILING WAGE RATES

The attached U.S. Department of Labor (Davis-Bacon Minimum Wage Rates) furnishes the minimum prevailing wage rates pursuant to the Davis-Bacon and Related Acts. The wage rates shown are the minimum rates required by the contract to be paid during its life, however this is not a representation that labor can be obtained at these rates. It is the responsibility of bidders to inform themselves as to the local labor conditions and prospective changes or adjustments of wage rates. No increase in the contract price will be allowed or authorized on account of the payment of wage rates in excess of those listed herein.

II. COVERAGE OF TRUCK DRIVERS

Truck drivers are covered by Davis-Bacon Minimum Wage Rates in the following circumstances:

- Drivers of a contractor or subcontractor for time spent working on the site of the work.
- Drivers of a contractor or subcontractor for time spent loading and/or unloading materials and supplies on the site of the work, if such time is not de minimis. https://www.dol.gov/whd/FOH/FOH Ch15.pdf
- Truck drivers transporting materials or supplies between a facility that is deemed part of the site of the work and the actual construction site.
- Truck drivers transporting portions of the building or work between a site established specifically for the performance of the contract where a significant portion of such building or work is constructed and the physical place where the building or work called for in the contract will remain.

Truck drivers are not covered by Davis-Bacon Minimum Wage Rates in the following circumstances:

- Material delivery truck drivers while off the site of the work.
- Drivers of a contractor or subcontractor traveling between a Davis-Bacon job and a commercial supply facility while they are off the site of the work."
- Truck drivers whose time spent on the site of the work is de minimis, such as only a few
 minutes at a time merely to pick up or drop off materials or supplies.

Details are available online at:

https://www.dol.gov/whd/recovery/pwrb/Tab9.pdf

https://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/trckng.aspx

III. POSTINGS AT THE SITE OF THE WORK

In addition to the required postings furnished by the department, the contractor shall post the following in at least one conspicuous and accessible place at the site of work:

a. A copy of the contractor's Equal Employment Opportunity Policy.

All required documents shall be posted by the first day of work and be accurate and complete. Postings must be readable, in an area where they will be noticed, and maintained until the last day of work.

IV. RESOURCES

Required information regarding compliance with federal provisions is found in the following resources:

- FHWA-1273 included in this contract
- U.S. Department of Labor Prevailing Wage Resource Book
- U.S. Department of Labor Field Operations Handbook
- U.S. Code of Federal Regulations
- Any applicable law, Act, or Executive Order enacted by the federal government at the time of the letting of this contract

"General Decision Number: WI20240010 09/06/2024

Superseded General Decision Number: WI20230010

State: Wisconsin

Construction Type: Highway

Counties: Wisconsin Statewide.

HIGHWAY, AIRPORT RUNWAY & TAXIWAY CONSTRUCTION PROJECTS (does not include bridges over navigable waters; tunnels; buildings

in highway rest areas; and railroad construction)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

IIf the contract is entered linto on or after January 30. 2022, or the contract is renewed or extended (e.g., an |. The contractor must pay option is exercised) on or after January 30, 2022:

- . Executive Order 14026 generally applies to the contract.
- all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.

If the contract was awarded on . Executive Order 13658 or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:

- generally applies to the contract.
- . The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number	er Publication Date
0	01/05/2024
1	01/26/2024
2	02/02/2024
3	02/16/2024
4	03/15/2024
5	05/24/2024
6	06/21/2024
7	06/28/2024
8	07/05/2024
9	08/02/2024
10	08/23/2024
11	09/06/2024

BRWI0001-002 06/01/2023

CRAWFORD, JACKSON, JUNEAU, LA CROSSE, MONROE, TREMPEALEAU, AND VERNON COUNTIES

	Rates	Fringes
BRICKLAYER	\$ 40.18	25.88
BRWI0002-002 06/01/2023		
ASHLAND, BAYFIELD, DOUGLAS, AN	ID IRON COUNTIES	
	Rates	Fringes
BRICKLAYER	\$ 47.10	25.16
BRWI0002-005 06/01/2023		
ADAMS, ASHLAND, BARRON, BROWN,	BURNETT, CALUMET,	CHIPPEWA,

CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes	
CEMENT MASON/CONCRETE FINISHER		25.02	
BRWI0003-002 06/01/2023			
BROWN, DOOR, FLORENCE, KEWAUNEE,	MARINETTE, AND	OCONTO COUNTIES	
	Rates	Fringes	
BRICKLAYER	· · · · · · · · · · · · · · · · · · ·	26.06	
BRWI0004-002 06/01/2023			
KENOSHA, RACINE, AND WALWORTH CO	UNTIES		
	Rates	Fringes	
BRICKLAYER	.\$ 44.50	26.96	
BRWI0006-002 06/01/2023			
ADAMS, CLARK, FOREST, LANGLADE, LINCOLN, MARATHON, MENOMINEE, ONEIDA, PORTAGE, PRICE, TAYLOR, VILAS AND WOOD COUNTIES			
	Rates	Fringes	
BRICKLAYER		25.98	
BRWI0007-002 06/01/2023			
GREEN, LAFAYETTE, AND ROCK COUNT	IES		
	Rates	Fringes	
BRICKLAYER	.\$ 40.95	26.80	
BRWI0008-002 06/05/2023			
MILWAUKEE, OZAUKEE, WASHINGTON,	AND WAUKESHA COL	INTIES	

	Rates	Fringes	
BRICKLAYER	.\$ 44.96	25.67	
BRWI0011-002 06/01/2023			
CALUMET, FOND DU LAC, MANITOWOC,	AND SHEBOYGAN O	COUNTIES	
	Rates	Fringes	
BRICKLAYER	.\$ 40.00	26.06	
BRWI0019-002 06/01/2023			
BARRON, BUFFALO, BURNETT, CHIPPE PIERCE, POLK, RUSK, ST. CROIX, S			
	Rates	Fringes	
BRICKLAYER	.\$ 39.32	26.74	
BRWI0034-002 06/01/2023			
COLUMBIA AND SAUK COUNTIES			
	Rates	Fringes	
BRICKLAYER	•	26.19	
CARP0068-011 05/02/2022			
BURNETT (W. of Hwy 48), PIERCE (W. of Hwy 29), POLK (W. of Hwys 35, 48 & 65), AND ST. CROIX (W. of Hwy 65) COUNTIES			
	Rates	Fringes	
Carpenter & Piledrivermen	.\$ 41.19	27.05	
CARP0231-002 06/05/2023			
KENOSHA, MILWAUKEE, OZAUKEE, RAC COUNTIES	INE, WASHINGTON,	AND WAUKESHA	

Rates Fringes

CARPENTER	.\$ 41.91	29.72	
CARP0310-002 06/03/2024			
ADAMS, ASHLAND, BAYFIELD (Eastern LANGLADE, LINCOLN, MARATHON, ONE: (Western Portion of the County), COUNTIES	IDA, PORTAGE, PR	ICE, SHAWANO	
	Rates	Fringes	
CARPENTER Piledriver	.\$ 42.44	28.44 28.44	
CARP0314-001 06/05/2023			
COLUMBIA, DANE, DODGE, GRANT, GREEN, IOWA, JEFFERSON, LAFAYETTE, RICHLAND, ROCK, SAUK, AND WALWORTH COUNTIES			
	Rates	Fringes	
CARPENTER		27.06 27.02	
CARP0361-004 05/01/2018			
BAYFIELD (West of Hwy 63) AND DO	JGLAS COUNTIES		
	Rates	Fringes	
CARPENTER	.\$ 36.15	20.43	
CARP0731-002 06/03/2024			
CALUMET (Eastern Portion of the Portion of the County), MANITOWO			
	Rates	Fringes	
CARPENTER	•	28.44 28.44	
CARP0955-002 06/03/2024			

CALUMET (Western Portion of the County), FOND DU LAC (Western Portion of the County), GREEN LAKE, MARQUETTE, OUTAGAMIE,

	Rates	Fringes
CARPENTER		28.44
PILEDRIVER	\$ 42.44	28.44

CARP1056-002 06/01/2024

ADAMS, ASHLAND, BARRON, BAYFIELD, BROWN, BUFFALO, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DANE, DODGE, DOOR, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IOWA, IRON, JACKSON, JEFFERSON, JUNEAU, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE (E. of Hwy. 29 & 65), POLK (E. of Hwy. 35, 48 & 65), PORTAGE, PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST. CROIX (E. of Hwy. 65), TAYLOR, TREMPEALEAU, VERNON, VILAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
MILLWRIGHT	\$ 42.00	28.85

CARP1074-002 06/03/2024

BARRON, BURNETT, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, PEPIN, PIERCE (E. of Hwy. 29 & 65), POLK (E. of Hwy. 35, 48 & 65), RUSK, SAWYER, ST. CROIX (E. of Hwy. 65), AND WASHBURN

	Rates	Fringes
CARPENTER		28.44
PILEDRIVER\$	6 42.44 	28.44

CARP1143-002 06/03/2024

BUFFALO, CRAWFORD, JACKSON, LA CROSSE, MONROE, TREMPEALEAU AND VERNON COUNTIES

	Rates	Fringes
CARPENTER	\$ 42.44	28.44
PILEDRIVER	\$ 42.44	28.44

CARP1146-002 06/03/2024

BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, MENOMINEE, OCONTO, AND SHAWANO (Western Portion of the County) COUNTIES

	Rates	Fringes
CARPENTERPILEDRIVER	\$ 42.44	28.44 28.44
CARP2337-009 06/03/2024		
KENOSHA, MILWAUKEE, OZAUKEE, RA	CINE, WASHINGTON,	AND WAUKESHA
	Rates	Fringes
PILEDRIVERMAN	\$ 42.21	34.07

ELEC0014-002 05/26/2024

ASHLAND, BARRON, BAYFIELD, BUFFALO, BURNETT, CHIPPEWA, CLARK (except Maryville, Colby, Unity, Sherman, Fremont, Lynn & Sherwood), CRAWFORD, DUNN, EAU CLAIRE, GRANT, IRON, JACKSON, LA CROSSE, MONROE, PEPIN, PIERCE, POLK, PRICE, RICHLAND, RUSK, ST CROIX, SAWYER, TAYLOR, TREMPEALEAU, VERNON, AND WASHBURN COUNTIES

	Rates	Fringes	
Electricians:	\$ 42.73	23.99	
51 50001 4 007 05 /00 /000 A			

ELEC0014-007 05/26/2024

REMAINING COUNTIES

	Rates	Fringes
Teledata System Installer		
Installer/Technician	\$ 30.27	19.11

Low voltage construction, installation, maintenance and removal of teledata facilities (voice, data, and video) including outside plant, telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area networks), LAN (local area

networks), and ISDN (integrated systems digital network).			
ELEC0127-002 06/01/2023			
KENOSHA COUNTY			
	Rates	Fringes	
Electricians:	\$ 46.05	30%+13.15	
ELEC0158-002 05/30/2021			
BROWN, DOOR, KEWAUNEE, MANITOWOC (except Schleswig), MARINETTE(Wausuakee and area South thereof), OCONTO, MENOMINEE (East of a ine 6 miles West of the West boundary of Oconto County), SHAWANO (Except Area North of Townships of Aniwa and Hutchins) COUNTIES			
	Rates	Fringes	
ELECTRICIAN	\$ 36.14 29	.75%+10.26	
ELEC0159-003 05/26/2024			
COLUMBIA, DANE, DODGE (Area West of Hwy 26, except Chester and Emmet Townships), GREEN, LAKE (except Townships of Berlin, Seneca, and St. Marie), IOWA, MARQUETTE (except Townships of Neshkoka, Crystal Lake, Newton, and Springfield), and SAUK COUNTIES			
	Rates	Fringes	
ELECTRICIAN	\$ 48.55	25.91	
FLORENCE COUNTY (Townships of Aurora, Commonwealth, Fern, Florence and Homestead) AND MARINETTE COUNTY (Township of Niagara)			
	Rates	Fringes	
Electricians: Electrical contracts over \$180,000	\$ 33.94	21.80	

Electrical contracts under \$180,000		21.73
ELEC0242-005 06/02/2024		
DOUGLAS COUNTY		
	Rates	Fringes
Electricians:	•	
ELEC0388-002 06/01/2023		
ADAMS, CLARK (Colby, Freemont, Lynn, Mayville, Sherman, Sherwood, Unity), FOREST, JUNEAU, LANGLADE, LINCOLN, MARATHON, MARINETTE (Beecher, Dunbar, Goodman & Pembine), MENOMINEE (Area West of a line 6 miles West of the West boundary of Oconto County), ONEIDA, PORTAGE, SHAWANO (Aniwa and Hutchins), VILAS AND WOOD COUNTIES		
	Rates	Fringes
Electricians:	.\$ 38.74	26%+11.76
ELEC0430-002 06/01/2023		
RACINE COUNTY (Except Burlington	n Township)
	Rates	Fringes
Electricians:	.\$ 46.70	25.02
ELEC0494-005 05/26/2024		
MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES		
	Rates	Fringes
Electricians: ELEC0494-006 05/26/2024	.\$ 49.48	27.34
CALUMET (Township of New Holstei including Chester Township), FON (Schleswig), and SHEBOYGAN COUNT	ID DU LAC,	

Rates Fringes

Electricians:......\$ 42.77 24.66

ELEC0494-013 05/26/2024

DODGE (East of Hwy 26 including Chester Twp, excluding Emmet Twp), FOND DU LAC (Except Waupuin), MILWAUKEE, OZAUKEE, MANITOWOC (Schleswig), WASHINGTON, AND WAUKESHA COUNTIES

ı	Rates	Fringes
Sound & Communications		
Installer\$	36.03	18.87
Technician\$	36.03	18.87

Installation, testing, maintenance, operation and servicing of all sound, intercom, telephone interconnect, closed circuit TV systems, radio systems, background music systems, language laboratories, electronic carillion, antenna distribution systems, clock and program systems and low-voltage systems such as visual nurse call, audio/visual nurse call systems, doctors entrance register systems. Includes all wire and cable carrying audio, visual, data, light and radio frequency signals. Includes the installation of conduit, wiremold, or raceways in existing structures that have been occupied for six months or more where required for the protection of the wire or cable, but does not mean a complete conduit or raceway system. work covered does not include the installation of conduit, wiremold or any raceways in any new construction, or the installation of power supply outlets by means of which external electric power is supplied to any of the foregoing equipment or products

* ELEC0577-003 05/26/2024

CALUMET (except Township of New Holstein), GREEN LAKE (N. part including Townships of Berlin, St Marie, and Seneca), MARQUETTE (N. part including Townships of Crystal Lake, Neshkoro, Newton, and Springfield), OUTAGAMIE, WAUPACA, WAUSHARA, AND WINNEBAGO COUNTIES

Rates Fringes	5
Electricians:\$ 40.00 22.6	59

ELEC0890-003 06/01/2024

DODGE (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE, RACINE (Burlington Township), ROCK AND WALWORTH COUNTIES

	Rates	Fringes
Electricians:	.\$ 43.65	25.95%+12.26
ELEC0953-001 06/02/2019		
	Rates	Fringes
Line Construction: (1) Lineman	.\$ 47.53	21.43
Operator(3) Equipment Operator (4) Heavy Groundman Driver.	.\$ 38.02	19.80 18.40 16.88
(5) Light Groundman Driver.(6) Groundsman	.\$ 30.89	16.11 14.60
ENGI0139-005 06/01/2024		
	Rates	Fringes
Power Equipment Operator Group 1	.\$ 45.87 .\$ 44.77 .\$ 44.51 .\$ 44.22	28.80 28.80 28.80 28.80 28.80 28.80
HAZARDOUS WASTE PREMIUMS: EPA Level ""A"" protection - \$3. EPA Level ""B"" protection - \$2. EPA Level ""C"" protection - \$1.	.00 per hour	

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, tower cranes, and derricks with or without attachments with a lifting capacity of over 100 tons; or cranes, tower cranes, and derricks with boom, leads and/or jib lengths measuring 176 feet or longer.

GROUP 2: Cranes, tower cranes and derricks with or without attachments with a lifting capacity of 100 tons or less; or

cranes, tower cranes, and derricks with boom, leads, and/or jibs lengths measuring 175 feet or under and Backhoes (excavators) weighing 130,000 lbs and over; caisson rigs; pile driver; dredge operator; dredge engineer; Boat Pilot.

GROUP 3: Mechanic or welder - Heavy duty equipment; cranes with a lifting capacity of 25 tons or under; concrete breaker (manual or remote); vibratory/sonic concrete breaker; concrete laser screed; concrete slipform paver; concrete batch plant operator; concrete pvt. spreader heavy duty (rubber tired); concrete spreader & distributor; automatic subgrader (concrete); concrete grinder & planing machine; concrete slipform curb & gutter machine; slipform concrete placer; tube finisher; hydro blaster (10,000 psi & over); bridge paver; concrete conveyor system; concrete pump; Rotec type Conveyor; stabilizing mixer (self-propelled); shoulder widener; asphalt plant engineer; bituminious paver; bump cutter & grooving machine; milling machine; screed (bituminous paver); asphalt heater, planer & scarifier: Backhoes (excavators) weighing under 130,000 lbs: grader or motor patrol: tractor (scraper, dozer, pusher, loader); scraper - rubber tired (single or twin engine); endloader; hydraulic backhoe (tractor type); trenching machine: skid rigs: tractor, side boom (heavy): drilling or boring machine (mechanical heavy); roller over 5 tons; percussion or rotary drilling machine; air track; blaster; loading machine (conveyor); tugger; boatmen; winches & A-frames; post driver; material hoist.

GROUP 4: Greaser, roller steel (5 tons or less); roller (pneumatic tired) - self propelled; tractor (mounted or towed compactors & light equipment); shouldering machine; self- propelled chip spreader; concrete spreader; finishing machine; mechanical float; curing machine; power subgrader; joint sawer (multiple blade) belting machine; burlap machine; texturing machine; tractor endloader (rubber tired) - light; jeep digger; forklift; mulcher; launch operator; fireman, environmental burner

GROUP 5: Air compressor; power pack; vibrator hammer and extractor; heavy equipment, leadman; tank car heaters; stump chipper; curb machine operator; Concrete proportioning plants; generators; mudjack operator; rock breaker; crusher or screening plant; screed (milling machine); automatic belt conveyor and surge bin; pug mill operator; Oiler, pump (over 3 inches); Drilling Machine Tender, day light machine

GROUP 6: Off-road material hauler with or without ejector.

IRON0008-002 06/02/2024

BROWN, CALUMET, DOOR, FOND DU LAC, KEWAUNEE, MANITOWOC, MARINETTE, OCONTO, OUTAGAMI, SHAWANO, SHEBOYGAN, AND WINNEBAGO COUNTIES:

Rates Fringes

IRONWORKER.....\$ 43.02 32.32

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

IRON0008-003 06/02/2024

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WALWORTH (N.E. 2/3), WASHINGTON, AND WAUKESHA COUNTIES

Rates Fringes

IRONWORKER.....\$ 44.79 32.32

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

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IRON0383-001 06/02/2024

ADAMS, COLUMBIA, CRAWFORD, DANE, DODGE, FLORENCE, FOREST, GRANT, GREENE, (Excluding S.E. tip), GREEN LAKE, IOWA, JEFFERSON, JUNEAU, LA CROSSE, LAFAYETTE, LANGLADE, MARATHON, MARQUETTE, MENOMINEE, MONROE, PORTAGE, RICHLAND, ROCK (Northern area, vicinity of Edgerton and Milton), SAUK, VERNON, WAUPACA, WAUSHARA, AND WOOD COUNTIES

Rates Fringes

IRONWORKER.....\$ 42.00 31.93

IRON0498-005 06/01/2023

GREEN (S.E. 1/3), ROCK (South of Edgerton and Milton), and WALWORTH (S.W. 1/3) COUNTIES:

	Rates	Fringes
IRONWORKER	\$ 45.18	47.08
TDONOF12 000 04/20/2022		

IRON0512-008 04/30/2023

BARRON, BUFFALO, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, JACKSON, PEPIN, PIERCE, POLK, RUSK, ST CROIX, TAYLOR, AND TREMPEALEAU COUNTIES

	Rates	Fringes	
IRONWORKER	\$ 43.00	34.11	
IRON0512-021 04/30/2023			

ASHLAND, BAYFIELD, BURNETT, DOUGLAS, IRON, LINCOLN, ONEIDA, PRICE, SAWYER, VILAS AND WASHBURN COUNTIES

	Rates	Fringes	
IRONWORKER	\$ 39.14	34.00	
LAPOR112 002 06/02/2024			

LAB00113-002 06/03/2024

MILWAUKEE AND WAUKESHA COUNTIES

	Rates	Fringes
LABORER		
Group 1	\$ 35.61	25.01
Group 2	\$ 35.76	25.01
Group 3	\$ 35.96	25.01
Group 4	\$ 36.11	25.01
Group 5	\$ 36.26	25.01
Group 6	\$ 32.10	25.01

LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper);

Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagperson; traffic control person

LABO0113-003 06/03/2024

OZAUKEE AND WASHINGTON COUNTIES

		Rates	Fringes
LABORER			
Group	1	.\$ 34.86	25.01
Group	2	.\$ 34.96	25.01
Group	3	.\$ 35.01	25.01
Group	4	.\$ 35.21	25.01
Group	5	.\$ 35.06	25.01
Group	6	.\$ 31.95	25.01

LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler
(Pavement); Vibrator or Tamper Operator (Mechanical Hand
Operated);

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson and Traffic Control Person

* LAB00113-011 06/03/2024

KENOSHA AND RACINE COUNTIES

	Rates	Fringes
LABORER		
Group 1	\$ 34.67	25.01
Group 2	\$ 34.82	25.01
Group 3	\$ 35.02	25.01
Group 4	\$ 34.99	25.01
Group 5	\$ 35.32	25.01
Group 6	\$ 31.81	25.01

LABORERS CLASSIFICATIONS:

GROUP 1: General laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagman; traffic control person

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LAB00140-002 06/03/2024

ADAMS, ASHLAND, BARRON, BAYFIELD, BROWN, BUFFALO, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DODGE, DOOR,

DOUGLAS, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IRON, JACKSON, JUNEAU, IOWA, JEFFERSON, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE, POLK, PORTAGE, PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST. CROIX, TAYLOR, TREMPEALEAU, VERNON, VILLAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	I	Rates	Fringes
LABORER			
Group	1\$	40.57	19.45
Group	2\$	40.67	19.45
Group	3\$	40.72	19.45
Group	4\$	40.92	19.45
Group	5\$	40.77	19.45
Group	6\$	37.20	19.45

LABORER CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bitminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator, Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk and Pavement); Strike Off Man

GROUP 4: Line and Grade Secialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson; Traffic Control

LAB00464-003 06/03/2024

DANE COUNTY

	F	Rates	Fringes
LABORER			
Group	1\$	40.85	19.45
Group	2\$	40.95	19.45
Group	3\$	41.00	19.45
Group	4\$	41.20	19.45
Group	5\$	41.05	19.45
Group	6\$	37.20	19.45

LABORERS CLASSIFICATIONS:

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminious Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; Powderman

GROUP 6: Flagperson and Traffic Control Person

PAIN0106-008 05/06/2024

ASHLAND, BAYFIELD, BURNETT, AND DOUGLAS COUNTIES

	R	ates	Fringes
Painters: New:			
	Roller\$	36.16	26.27
1) ,	Sandblast, Steel\$	36.76	26.27
Repaint	:		
Brush,	Roller\$	34.66	26.27
Spray,	Sandblast, Steel\$	35.26	26.27

PAIN0108-002 06/01/2024

RACINE COUNTY

	Rates	Fringes
Painters: Brush, Roller Spray & Sandblast	.\$ 43.04	22.95 22.95
PAIN0259-002 05/01/2008		
BARRON, CHIPPEWA, DUNN, EAU CLAI SAWYER, ST. CROIX, AND WASHBURN		CE, POLK, RUSK,
	Rates	Fringes
PAINTER	•	12.15
PAIN0259-004 05/01/2015		
BUFFALO, CRAWFORD, JACKSON, LA C VERNON COUNTIES	ROSSE, MONROE,	TREMPEALEAU, AND
	Rates	Fringes
PAINTER	•	12.45
PAIN0781-002 06/01/2024		
JEFFERSON, MILWAUKEE, OZAUKEE, W	ASHINGTON, AND	WAUKESHA COUNTIES
	Rates	Fringes
Painters: Bridge Brush Spray & Sandblast	.\$ 40.64 .\$ 41.39	24.92 24.92 24.92
PAIN0802-002 06/01/2024		
COLUMBIA, DANE, DODGE, GRANT, GR	TEN TOUR LATA	

Rates Fringes

PAINTER Brush	.\$ 36.35	20.87
PREMIUM PAY: Structural Steel, Spray, Bridghour.	ges = \$1.00 ad	ditional per
PAIN0802-003 06/01/2024		
ADAMS, BROWN, CALUMET, CLARK, DO LAKE, IRON, JUNEAU, KEWAUNEE, LA MARATHON, MARINETTE, MARQUETTE, OUTAGAMIE, PORTAGE, PRICE, SHAWA WAUSHARA, WAUPACA, WINNEBAGO, AN	ANGLADE, LINCOLN MENOMINEE, OCO ANO, SHEBOYGAN,	, MANITOWOC, NTO, ONEIDA, TAYLOR, VILAS,
	Rates	Fringes
PAINTER	.\$ 36.35	20.87
PAIN0934-001 06/01/2024		
KENOSHA AND WALWORTH COUNTIES		
	Rates	Fringes
Painters: Brush Spray Structural Steel	.\$ 39.67	26.32 26.32 26.32
PAIN1011-002 06/02/2024		
FLORENCE COUNTY		
	Rates	Fringes
Painters:	•	15.89
PLAS0599-002 06/01/2023		
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER Area A	.\$ 39.97	27.27 25.02 25.25

Area D.....\$ 41.16

24.49

Area E	\$ 40.50	25.14
Area F	\$ 36.98	28.67

AREA DESCRIPTIONS

AREA A: ASHLAND, BURNETT, BAYFIELD, DOUGLAS, IRON, PRICE, SAWYER, AND WASHBURN COUNTIES

AREA B: ADAMS, BARRON, BROWN, CALUMET, CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, JEFFERSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST. CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

AREA C: BUFFALO, CRAWFORD, EAU CLAIRE, JACKSON, JUNEAU, LA CROSSE, MONROE, PEPIN, PIERCE, RICHLAND, TREMPEALEAU, AND VERNON COUNTIES

AREA D: MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

AREA E: DANE, GRANT, GREEN, IOWA, LAFAYETTE, AND ROCK COUNTIES

AREA F: KENOSHA AND RACINE COUNTIES

TEAM0039-001 06/01/2024

	Rates	Fringes	
TRUCK DRIVER 1 & 2 Axles 3 or more Axles; Euclids		27.41	
Dumptor & Articulated, Truck Mechanic	•	27.41	

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide

employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

https://www.dol.gov/agencies/whd/government-contracts.

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate

changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

State Adopted Rate Identifiers

Classifications listed under the ""SA"" identifier indicate that the prevailing wage rate set by a state (or local) government was adopted under 29 C.F.R �1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an

internal number used in producing the wage determination. 01/03/2024 reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION"

NOTICE TO BIDDERS WAGE RATE DECISION

The wage rate decision of the Department of Labor which has been incorporated in these advertised specifications is incomplete in that the classifications may be omitted from the Department of Labor's decision.

Since the bidder is responsible, independently, for ascertaining area practice with respect to the necessity, or lack of necessity, for the use of these classifications in the prosecution of the work contemplated by this project, no inference may be drawn from the omission of these classifications concerning prevailing area practices relative to their use. Further, this omission will not, per se, be construed as establishing any governmental liability for increased labor cost if it is subsequently determined that such classifications are required.

There may be omissions and/or errors in the federal wage rates. The bidder is responsible for evaluating and determining the correct applicable rate.

If a project includes multiple types of construction (highway, bridge over navigable water, sanitary sewer and water main, building) and there is not a separate wage determination for this type of work included in the proposal, use the wage determination that is in the proposal.

If a project includes multiple types of construction, different wage rate determinations may be inserted into the contract (WI10/Highway = in all WisDOT highway contracts, WI15/Heavy = bridge over navigable water per USDOL and US Coast Guard designation, WI8/Heavy (Sewer & Water Line & Tunnel) = sanitary sewer and water main if the cost is more than 20% of the contract and/or at least \$1,000,000, and Building). If multiple wage rate determinations are inserted into the contract, use the classification in the wage determination for the work being done. Use WI15 wage rates when working on the bridge and/or structure from bank to bank. Use WI8 wage rates when working on any sanitary sewer or water main work. Use Building wage rates for all work done within the footprint of the building. Use WI10 wage rates for all other highway work in the contract and approaches to structures. For example, if a laborer is working within the footprint of a building, use the Laborer rate in the Building wage determination inserted in the contract. If a laborer is working on a bridge/structure within the banks, use the Laborer rate in the WI15/Heavy wage determination if inserted in the contract. If the laborer is working on the highway, use the Laborer rate in the WI10/Highway wage determination.







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Proposal ID: 20241210011 **Project(s):** 2120-18-70, 2160-07-73

Federal ID(s): WISC 2025100, WISC 2025101

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0002	108.4400 CPM Progress Schedule	1.000 EACH		·
0004	204.0100 Removing Concrete Pavement	622.000 SY	·	·
0006	204.0110 Removing Asphaltic Surface	1,143.000 SY		
8000	204.0115 Removing Asphaltic Surface Butt Joints	378.000 SY		
0010	204.0120 Removing Asphaltic Surface Milling	259,257.000 SY		
0012	204.0126.S Removing Asphaltic Longitudinal Notched Wedge Joint Milling	54,278.000 LF		
0014	204.0150 Removing Curb & Gutter	5,373.000 LF		
0016	204.0155 Removing Concrete Sidewalk	4,173.000 SY		
0018	204.0165 Removing Guardrail	2,633.000 LF		
0020	204.0175 Removing Concrete Slope Paving	40.000 SY		
0022	204.0195 Removing Concrete Bases	60.000 EACH		
0024	204.0210 Removing Manholes	1.000 EACH		
0026	204.0220 Removing Inlets	21.000 EACH		
0028	204.9060.S Removing (item description) 01. Removing Traffic Signals STH 24 & Grange Ave	1.000 EACH		
0030	204.9060.S Removing (item description) 02. Removing Traffic Signals STH 24 & 84th Street	1.000 EACH	<u> </u>	<u> </u>







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Proposal ID: 20241210011 **Project(s):** 2120-18-70, 2160-07-73

Federal ID(s): WISC 2025100, WISC 2025101

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0032	204.9060.S Removing (item description) 03. Removing Traffic Signals STH 24 & CTH U (76th St)	1.000 EACH	·	·
0034	204.9060.S Removing (item description) 04. Removing Traffic Signals STH 24 & Coldspring Road	1.000 EACH	·	<u> </u>
0036	204.9060.S Removing (item description) 05. Removing Traffic Signals STH 24 & 68th Street	1.000 EACH		·
0038	204.9060.S Removing (item description) 06. Removing Traffic Signals STH 24 & Howard Ave	1.000 EACH		·
0040	204.9060.S Removing (item description) 07. Removing Traffic Signals STH 24 & 60th Street	1.000 EACH		·
0042	204.9060.S Removing (item description) 08. Removing Traffic Signals STH 24 & Morgan Ave	1.000 EACH	·	·
0044	204.9060.S Removing (item description) 09. Removing Loop Detector Wire & Lead-in Cable STH 24 & CTH U (76th St)	1.000 EACH		<u> </u>
0046	204.9060.S Removing (item description) 10. Removing Loop Detector Wire & Lead-in Cable STH 24 & Howard Ave	1.000 EACH	·	·
0048	204.9060.S Removing (item description) 11. Removing Loop Detector Wire & Lead-in Cable STH 24 & 60th St	1.000 EACH		<u> </u>
0050	204.9060.S Removing (item description) 12. Removing Loop Detector Wire & Lead-in Cable STH 24 & Morgan Ave	1.000 EACH		







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Proposal ID: 20241210011 **Project(s):** 2120-18-70, 2160-07-73

Federal ID(s): WISC 2025100, WISC 2025101

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0052	205.0100 Excavation Common	7.000 CY		
0054	205.0501.S Excavation, Hauling, and Disposal of Petroleum Contaminated Soil	13.600 TON		<u> </u>
0056	208.0100 Borrow	66.000 CY	·	
0058	213.0100 Finishing Roadway (project) 01. 2120- 18-70	1.000 EACH	·	·
0060	305.0120 Base Aggregate Dense 1 1/4-Inch	6.000 TON		
0062	390.0100 Removing Pavement for Base Patching	5,638.000 CY		<u> </u>
0064	390.0305 Base Patching Concrete HES	3,613.000 CY		
0066	390.0405 Base Patching Concrete SHES	2,025.000 CY		
0068	405.0100 Coloring Concrete WisDOT Red	15.000 CY		
0070	405.1000 Stamping Colored Concrete	9.000 CY		<u> </u>
0072	416.0610 Drilled Tie Bars	11,043.000 EACH		
0074	416.0620 Drilled Dowel Bars	21,384.000 EACH		
0076	416.1715 Concrete Pavement Repair SHES	195.000 SY		
0078	416.1725 Concrete Pavement Replacement SHES	62.000 SY		
0080	455.0605 Tack Coat	31,010.000 GAL		







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Federal ID(s): WISC 2025100, WISC 2025101

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0082	460.0105.S HMA Percent Within Limits (PWL) Test Strip Volumetrics	2.000 EACH		·
0084	460.0110.S HMA Percent Within Limits (PWL) Test Strip Density	2.000 EACH		
0086	460.2005 Incentive Density PWL HMA Pavement	45,730.000 DOL	1.00000	45,730.00
0088	460.2007 Incentive Density HMA Pavement Longitudinal Joints	10,860.000 DOL	1.00000	10,860.00
0090	460.2010 Incentive Air Voids HMA Pavement	57,220.000 DOL	1.00000	57,220.00
0092	460.6223 HMA Pavement 3 MT 58-28 S	35,519.000 TON		
0094	460.6425 HMA Pavement 5 MT 58-28 H	21,857.000 TON		
0096	465.0105 Asphaltic Surface	211.000 TON		
0098	465.0125 Asphaltic Surface Temporary	38.000 TON		
0100	502.0100 Concrete Masonry Bridges	77.000 CY		
0102	502.2000 Compression Joint Sealer Preformed Elastomeric (width) 01. I-Inch	230.000 LF		·
0104	502.3200 Protective Surface Treatment	323.000 SY		
0106	502.3205 Pigmented Surface Sealer Reseal	95.000 SY		
0108	502.3215 Protective Surface Treatment Reseal	2,856.000 SY		
0110	502.4205 Adhesive Anchors No. 5 Bar	18.000 EACH		<u> </u>







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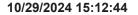
Proposal ID: 20241210011 **Project(s):** 2120-18-70, 2160-07-73

Federal ID(s): WISC 2025100, WISC 2025101

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0112	505.0600 Bar Steel Reinforcement HS Coated Structures	3,560.000 LB	·	
0114	509.0301 Preparation Decks Type 1	40.000 SY	·	·
0116	509.0302 Preparation Decks Type 2	35.000 SY		
0118	509.0310.S Sawing Pavement Deck Preparation Areas	145.000 LF	·	·
0120	509.0500 Cleaning Decks	324.000 SY		
0122	509.1000 Joint Repair	6.000 SY	<u> </u>	
0124	509.1200 Curb Repair	108.000 LF		
0126	509.1500 Concrete Surface Repair	396.000 SF		
0128	509.2100.S Concrete Masonry Deck Repair	5.000 CY		
0130	509.9050.S Cleaning Parapets	544.000 LF		
0132	517.1010.S Concrete Staining (structure) 01. B-40- 0164	1,960.000 SF	·	:_
0134	517.3001.S Structure Overcoating Cleaning and Priming (structure) 01. B-40-0164	1.000 EACH	·	<u>-</u>
0136	517.4001.S Containment and Collection of Waste Materials (structure) 01. B-40-0164	1.000 EACH	·	
0138	517.6001.S Portable Decontamination Facility	1.000 EACH	<u> </u>	
0140	520.8000 Concrete Collars for Pipe	9.000 EACH		







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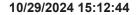
Proposal ID: 20241210011 **Project(s):** 2120-18-70, 2160-07-73

Federal ID(s): WISC 2025100, WISC 2025101

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0142	531.1100 Concrete Masonry Ancillary Structures Type NS	17.000 CY	·	·
0144	531.1140 Steel Reinforcement HS Ancillary Structures Type NS	1,862.000 LB	·	
0146	531.2024 Drilling Shaft 24-Inch	118.000 LF		
0148	601.0331 Concrete Curb & Gutter 31-Inch	785.000 LF		
0150	601.0600 Concrete Curb Pedestrian	1,293.000 LF		
0152	602.0410 Concrete Sidewalk 5-Inch	41,950.000 SF		<u></u>
0154	602.0415 Concrete Sidewalk 6-Inch	26.000 SF		
0156	602.0505 Curb Ramp Detectable Warning Field Yellow	2,480.000 SF	·	·
0158	602.0605 Curb Ramp Detectable Warning Field Radial Yellow	312.000 SF	·	·
0160	602.0810 Concrete Driveway 6-Inch	34.000 SY	·	
0162	604.0400 Slope Paving Concrete	40.000 SY		,
0164	608.0312 Storm Sewer Pipe Reinforced Concrete Class III 12-Inch	127.000 LF	·	·
0166	611.0420 Reconstructing Manholes	29.000 EACH		
0168	611.0430 Reconstructing Inlets	185.000 EACH		
0170	611.0530 Manhole Covers Type J	3.000 EACH	.	·







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Federal ID(s): WISC 2025100, WISC 2025101

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0172	611.0606 Inlet Covers Type B	3.000 EACH		·
0174	611.0651 Inlet Covers Type S	6.000 EACH	·	·
0176	611.2005 Manholes 5-FT Diameter	2.000 EACH		<u> </u>
0178	611.2009 Manholes 9-FT Diameter	1.000 EACH	·	
0180	611.3003 Inlets 3-FT Diameter	23.000 EACH	·	
0182	611.3004 Inlets 4-FT Diameter	1.000 EACH	<u> </u>	
0184	611.8110 Adjusting Manhole Covers	32.000 EACH	<u> </u>	
0186	611.8115 Adjusting Inlet Covers	105.000 EACH	<u> </u>	
0188	611.8120.S Cover Plates Temporary	37.000 EACH		
0190	611.9710 Salvaged Inlet Covers	22.000 EACH	<u></u> _	
0192	614.0397 Guardrail Mow Strip Emulsified Asphalt	464.000 SY		
0194	614.0805 Crash Cushions Permanent Low Maintenance	6.000 EACH	·	·
0196	614.2300 MGS Guardrail 3	1,875.000 LF	·	·
0198	614.2500 MGS Thrie Beam Transition	394.000 LF	·	·
0200	614.2610 MGS Guardrail Terminal EAT	8.000 EACH		







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Federal ID(s): WISC 2025100, WISC 2025101

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0202	618.0100 Maintenance and Repair of Haul Roads (project) 01. 2120-18-70	1.000 EACH	·	·
0204	619.1000 Mobilization	1.000 EACH		
0206	620.0300 Concrete Median Sloped Nose	1,962.000 SF		
0208	625.0100 Topsoil	4,452.000 SY		
0210	628.1504 Silt Fence	500.000 LF	<u> </u>	<u> </u>
0212	628.1520 Silt Fence Maintenance	500.000 LF		
0214	628.1905 Mobilizations Erosion Control	2.000 EACH	·	·
0216	628.1910 Mobilizations Emergency Erosion Control	2.000 EACH		
0218	628.2004 Erosion Mat Class I Type B	1,983.000 SY	·	<u> </u>
0220	628.7005 Inlet Protection Type A	64.000 EACH		
0222	628.7010 Inlet Protection Type B	380.000 EACH		
0224	628.7015 Inlet Protection Type C	36.000 EACH		
0226	628.7020 Inlet Protection Type D	64.000 EACH	·	
0228	629.0210 Fertilizer Type B	2.000 CWT	·	
0230	630.0120 Seeding Mixture No. 20	78.000 LB	·	
0232	630.0170 Seeding Mixture No. 70	1.000 LB		







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SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0234	630.0200 Seeding Temporary	35.000 LB	·	<u> </u>
0236	630.0400 Seeding Nurse Crop	4.000 LB	<u>-</u>	<u></u>
0238	630.0500 Seed Water	45.000 MGAL	<u>-</u>	
0240	631.0300 Sod Water	55.000 MGAL		
0242	631.1000 Sod Lawn	2,452.000 SY	<u> </u>	
0244	634.0618 Posts Wood 4x6-Inch X 18-FT	221.000 EACH		
0246	634.0814 Posts Tubular Steel 2x2-Inch X 14-FT	71.000 EACH		
0248	635.0200 Sign Supports Structural Steel HS	7,800.000 LB		<u></u>
0250	635.0300 Sign Supports Replacing Base Connection Bolts	12.000 EACH	·	·
0252	637.1220 Signs Type I Reflective SH	743.000 SF	<u></u>	
0254	637.2210 Signs Type II Reflective H	941.210 SF	,	
0256	637.2215 Signs Type II Reflective H Folding	219.440 SF		
0258	637.2230 Signs Type II Reflective F	526.210 SF	<u> </u>	
0260	638.2101 Moving Signs Type I	2.000 EACH		
0262	638.2102 Moving Signs Type II	249.000 EACH		
0264	638.2601 Removing Signs Type I	13.000 EACH		







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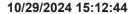
Proposal ID: 20241210011 **Project(s):** 2120-18-70, 2160-07-73

Federal ID(s): WISC 2025100, WISC 2025101

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0266	638.2602 Removing Signs Type II	99.000 EACH	·	<u>-</u>
0268	638.3000 Removing Small Sign Supports	129.000 EACH		
0270	638.3100 Removing Structural Steel Sign Supports	20.000 EACH	·	
0272	643.0300 Traffic Control Drums	89,955.000 DAY		
0274	643.0410 Traffic Control Barricades Type II	1,506.000 DAY		
0276	643.0420 Traffic Control Barricades Type III	12,854.000 DAY		
0278	643.0705 Traffic Control Warning Lights Type A	25,708.000 DAY		<u> </u>
0280	643.0715 Traffic Control Warning Lights Type C	7,670.000 DAY		
0282	643.0800 Traffic Control Arrow Boards	436.000 DAY		
0284	643.0900 Traffic Control Signs	24,260.000 DAY		
0286	643.0920 Traffic Control Covering Signs Type II	20.000 EACH		
0288	643.1050 Traffic Control Signs PCMS	50.000 DAY		
0290	643.1070 Traffic Control Cones 42-Inch	29,513.000 DAY		
0292	643.3165 Temporary Marking Line Paint 6-Inch	89,515.000 LF		
0294	643.3180 Temporary Marking Line Removable Tape 6-Inch	14,036.000 LF		
0296	643.3265 Temporary Marking Line Paint 10-Inch	23,144.000 LF		







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Federal ID(s): WISC 2025100, WISC 2025101

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0298	643.3280 Temporary Marking Line Removable Tape 10-Inch	2,044.000 LF	<u> </u>	·
0300	643.3305 Temporary Marking Crosswalk Paint 6- inch	15,250.000 LF	·	·
0302	643.3350 Temporary Marking Crosswalk Removable Tape 6-inch	126.000 LF		·
0304	643.3505 Temporary Marking Arrow Paint	137.000 EACH		
0306	643.3550 Temporary Marking Arrow Removable Tape	4.000 EACH		
0308	643.3805 Temporary Marking Stop Line Paint 18- Inch	2,790.000 LF		·
0310	643.3960 Temporary Marking Removable Mask Out Tape 6-Inch	1,681.000 LF		·
0312	643.3970 Temporary Marking Removable Mask Out Tape 10-Inch	434.000 LF		
0314	643.5000 Traffic Control	1.000 EACH		
0316	644.1410 Temporary Pedestrian Surface Asphalt	5,896.000 SF		
0318	644.1440 Temporary Pedestrian Surface Matting	248.000 SF		
0320	644.1601 Temporary Pedestrian Curb Ramp	1,745.000 DAY		
0322	644.1605 Temporary Pedestrian Detectable Warning Field	2,598.000 SF	·	<u> </u>
0324	644.1810 Temporary Pedestrian Barricade	20,356.000 LF		







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SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0326	646.2025 Marking Line Grooved Black Epoxy 6- Inch	13,522.000 LF	·	·
0328	646.2040 Marking Line Grooved Wet Ref Epoxy 6- Inch	102,265.000 LF		
0330	646.4040 Marking Line Grooved Wet Ref Epoxy 10-Inch	14,850.000 LF		·
0332	646.5020 Marking Arrow Epoxy	86.000 EACH		
0334	646.5120 Marking Word Epoxy	36.000 EACH	·	
0336	646.5220 Marking Symbol Epoxy	1.000 EACH	<u> </u>	
0338	646.6120 Marking Stop Line Epoxy 18-Inch	2,765.000 LF	<u> </u>	
0340	646.7120 Marking Diagonal Epoxy 12-Inch	831.000 LF		
0342	646.7220 Marking Chevron Epoxy 24-Inch	439.000 LF	<u> </u>	·
0344	646.7420 Marking Crosswalk Epoxy Transverse Line 6-Inch	11,512.000 LF		·
0346	646.7520 Marking Crosswalk Epoxy Block Style 24-Inch	324.000 LF		
0348	646.8120 Marking Curb Epoxy	4,311.000 LF		
0350	646.8220 Marking Island Nose Epoxy	76.000 EACH		
0352	646.9000 Marking Removal Line 4-Inch	2,057.000 LF		
0354	646.9002 Marking Removal Line 6-Inch	6,154.000 LF		<u> </u>







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SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0356	646.9100 Marking Removal Line 8-Inch	7,308.000 LF	.	
0358	646.9200 Marking Removal Line Wide	1,846.000 LF	·	<u> </u>
0360	646.9300 Marking Removal Special Marking	50.000 EACH		
0362	652.0225 Conduit Rigid Nonmetallic Schedule 40 2-Inch	1,520.000 LF	·	·
0364	652.0235 Conduit Rigid Nonmetallic Schedule 40 3-Inch	772.000 LF	·	
0366	652.0605 Conduit Special 2-Inch	260.000 LF	·	·
0368	652.0615 Conduit Special 3-Inch	708.000 LF		·
0370	652.0800 Conduit Loop Detector	3,664.000 LF		·
0372	653.0135 Pull Boxes Steel 24x36-Inch	12.000 EACH		
0374	653.0140 Pull Boxes Steel 24x42-Inch	19.000 EACH		
0376	653.0900 Adjusting Pull Boxes	4.000 EACH		
0378	653.0905 Removing Pull Boxes	15.000 EACH		·
0380	654.0101 Concrete Bases Type 1	43.000 EACH		
0382	654.0102 Concrete Bases Type 2	2.000 EACH		
0384	654.0105 Concrete Bases Type 5	14.000 EACH		







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SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0386	654.0110 Concrete Bases Type 10	2.000 EACH		
0388	654.0120 Concrete Bases Type 10-Special	2.000 EACH	<u></u>	
0390	654.0217 Concrete Control Cabinet Bases Type 9 Special	1.000 EACH		
0392	655.0230 Cable Traffic Signal 5-14 AWG	1,853.000 LF		
0394	655.0240 Cable Traffic Signal 7-14 AWG	6,609.000 LF	<u> </u>	<u> </u>
0396	655.0260 Cable Traffic Signal 12-14 AWG	9,826.000 LF	<u> </u>	
0398	655.0270 Cable Traffic Signal 15-14 AWG	267.000 LF	<u> </u>	<u> </u>
0400	655.0305 Cable Type UF 2-12 AWG Grounded	5,756.000 LF		
0402	655.0510 Electrical Wire Traffic Signals 12 AWG	14,413.000 LF		·
0404	655.0515 Electrical Wire Traffic Signals 10 AWG	9,819.000 LF		
0406	655.0610 Electrical Wire Lighting 12 AWG	468.000 LF		·
0408	655.0700 Loop Detector Lead In Cable	10,812.000 LF		
0410	655.0800 Loop Detector Wire	8,160.000 LF		
0412	655.0900 Traffic Signal EVP Detector Cable	4,221.000 LF		
0414	656.0201 Electrical Service Meter Breaker Pedestal (location) 01. STH 24 & CTH U	1.000 EACH		







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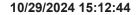
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Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0416	657.0100 Pedestal Bases	49.000 EACH	·	·
0418	657.0255 Transformer Bases Breakaway 11 1/2- Inch Bolt Circle	5.000 EACH		·
0420	657.0310 Poles Type 3	2.000 EACH		
0422	657.0322 Poles Type 5-Aluminum	1.000 EACH		
0424	657.0405 Traffic Signal Standards Aluminum 3.5- FT	3.000 EACH	·	·
0426	657.0420 Traffic Signal Standards Aluminum 13-FT	11.000 EACH	·	
0428	657.0425 Traffic Signal Standards Aluminum 15-FT	15.000 EACH		
0430	657.0430 Traffic Signal Standards Aluminum 10-FT	20.000 EACH		·
0432	657.0609 Luminaire Arms Single Member 4-Inch Clamp 6-FT	3.000 EACH		
0434	657.0610 Luminaire Arms Single Member 4 1/2- Inch Clamp 6-FT	2.000 EACH		·
0436	658.0173 Traffic Signal Face 3S 12-Inch	34.000 EACH		
0438	658.0174 Traffic Signal Face 4S 12-Inch	21.000 EACH		
0440	658.0416 Pedestrian Signal Face 16-Inch	54.000 EACH		
0442	658.0500 Pedestrian Push Buttons	50.000 EACH		
0444	658.5070 Signal Mounting Hardware (location) 01. STH 24 & Grange Ave	1.000 EACH	.	







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Proposal ID: 20241210011 **Project(s):** 2120-18-70, 2160-07-73

Federal ID(s): WISC 2025100, WISC 2025101

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0446	658.5070 Signal Mounting Hardware (location) 02. STH 24 & 84th Street	1.000 EACH	·	·
0448	658.5070 Signal Mounting Hardware (location) 03. STH 24 & CTH U (76th St)	1.000 EACH	·	
0450	658.5070 Signal Mounting Hardware (location) 04. STH 24 & Coldspring Road	1.000 EACH		.
0452	658.5070 Signal Mounting Hardware (location) 05. STH 24 & 68th Street	1.000 EACH		.
0454	658.5070 Signal Mounting Hardware (location) 06. STH 24 & Howard Ave	1.000 EACH	·	·
0456	658.5070 Signal Mounting Hardware (location) 07. STH 24 & 60th Street	1.000 EACH		
0458	658.5070 Signal Mounting Hardware (location) 08. STH 24 & Morgan Ave	1.000 EACH		
0460	659.1125 Luminaires Utility LED C	7.000 EACH		.
0462	659.5000.S Lamp, Ballast, LED, Switch Disposal by Contractor	107.000 EACH	.	·
0464	661.0201 Temporary Traffic Signals for Intersections (location) 01. STH 24 & CTH U (76th St)	1.000 EACH	·	
0466	661.0300 Generators	1.000 DAY	·	
0468	670.0101 Field System Integrator	1.000 EACH		
0470	670.0201 ITS Documentation	1.000 EACH		







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Proposal ID: 20241210011 **Project(s):** 2120-18-70, 2160-07-73

Federal ID(s): WISC 2025100, WISC 2025101

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0472	671.0122 Conduit HDPE 2-Duct 2-Inch	9,495.000 LF		
0474	671.0222 Conduit HDPE Directional Bore 2-Duct 2-Inch	3,609.000 LF	<u> </u>	
0476	673.0105 Communication Vault Type 1	8.000 EACH		<u> </u>
0478	677.0200 Install Camera Assembly	1.000 EACH		·
0480	678.0072 Install Fiber Optic Cable Outdoor Plant 72-CT	16,888.000 LF	<u>-</u>	
0482	678.0200 Fiber Optic Splice Enclosure	3.000 EACH		
0484	678.0300 Fiber Optic Splice	20.000 EACH		·
0486	678.0501 Communication System Testing	1.000 EACH	·	
0488	678.0600 Install Ethernet Switches	3.000 EACH	·	
0490	690.0150 Sawing Asphalt	415.000 LF	·	
0492	690.0250 Sawing Concrete	82,342.000 LF	·	
0494	715.0502 Incentive Strength Concrete Structures	500.000 DOL	1.00000	500.00
0496	740.0440 Incentive IRI Ride	41,120.000 DOL	1.00000	41,120.00
0498	ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR	3,500.000 HRS	5.00000	17,500.00
0500	ASP.1T0G On-the-Job Training Graduate at \$5.00/HR	10,800.000 HRS	5.00000	54,000.00







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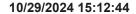
Proposal ID: 20241210011 **Project(s):** 2120-18-70, 2160-07-73

Federal ID(s): WISC 2025100, WISC 2025101

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0502	SPV.0035 Special 41. Rapid Set Deck Repair	4.000 CY		·
0504	SPV.0060 Special 01. Reconnect Storm Sewer Laterals	34.000 EACH		
0506	SPV.0060 Special 02. Remove and Cap Existing Drainage Structure	1.000 EACH	<u> </u>	
0508	SPV.0060 Special 03. Utility Line Opening (ULO)	48.000 EACH	·	
0510	SPV.0060 Special 04. Survey Project 2120-18-70	1.000 EACH	<u> </u>	
0512	SPV.0060 Special 05. Field Office Type T	1.000 EACH		<u></u>
0514	SPV.0060 Special 17. Pull Boxes 13-Inch x 24-Inch x 24-Inch	117.000 EACH	·	·
0516	SPV.0060 Special 18. Remove Poles	12.000 EACH		
0518	SPV.0060 Special 19. Remove 4-Inch x 4-Inch x 36-Inch Wiring Pedestal	6.000 EACH	<u>-</u>	<u></u>
0520	SPV.0060 Special 20. Poles Type (22 ft Aluminum, Direct Bury)	4.000 EACH	<u>-</u>	:
0522	SPV.0060 Special 21. Poles Type 30-AL Bolt Down	8.000 EACH		
0524	SPV.0060 Special 22. Water Tight Splices & Connections	284.000 EACH	·	·
0526	SPV.0060 Special 23. Luminaire Arm Single Member 6-ft	6.000 EACH	·	
0528	SPV.0060 Special 24. Luminaire Arms Single Member 8-Ft.	16.000 EACH	·	:







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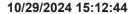
Proposal ID: 20241210011 **Project(s):** 2120-18-70, 2160-07-73

Federal ID(s): WISC 2025100, WISC 2025101

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0530	SPV.0060 Special 25. Equipment Grounding Electrode	81.000 EACH		·
0532	SPV.0060 Special 26. Installing City Furnished Luminaire Utility LED 1	7.000 EACH	<u></u>	
0534	SPV.0060 Special 27. Installing City Furnished Luminaire Utility LED 3	122.000 EACH	·	
0536	SPV.0060 Special 28. Remove Luminiare Complete	73.000 EACH		
0538	SPV.0060 Special 29. Inline 5A Fast Acting Fuse with Holder	130.000 EACH	·	·
0540	SPV.0060 Special 30. Install Poles Type 9	1.000 EACH		
0542	SPV.0060 Special 31. Install Poles Type 9 Special	1.000 EACH		
0544	SPV.0060 Special 32. Install Poles Type 10	1.000 EACH		
0546	SPV.0060 Special 33. Install Poles Type 10 Special	1.000 EACH		
0548	SPV.0060 Special 34. Install Monotube Arms 15-FT	1.000 EACH		
0550	SPV.0060 Special 35. Install Monotube Arms 30-FT	1.000 EACH		
0552	SPV.0060 Special 36. Install Monotube Arms 40-FT	1.000 EACH		
0554	SPV.0060 Special 37. Install Monotube Arms 45-FT	1.000 EACH		
0556	SPV.0060 Special 38. Install Luminaire Arms Steel 15-FT	2.000 EACH		







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Proposal ID: 20241210011 **Project(s):** 2120-18-70, 2160-07-73

Federal ID(s): WISC 2025100, WISC 2025101

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0558	SPV.0060 Special 39. Transport Traffic Signal & Intersection Lighting Materials STH 24 & CTH U	1.000 EACH		
0560	SPV.0060 Special 40. Transport & Install State- Furnished Radar Detection System STH 24 & CTH U	1.000 EACH		
0562	SPV.0060 Special 41. Removing, Salvaging & Reinstalling Traffic Signal Equip STH 24 & Coldspring	1.000 EACH	·	<u></u>
0564	SPV.0060 Special 42. Removing, Salvaging, & Reinstalling Traffic Signal Equipment STH 24 & 68th	1.000 EACH	·	·
0566	SPV.0060 Special 43. Removing, Salvaging & Reinstalling Traffic Signal Equip STH 24 & 60th St	1.000 EACH	·	·
0568	SPV.0060 Special 44. Removing, Salvaging & Reinstalling Traffic Signal Equip STH 24 & Morgan	1.000 EACH	·	·
0570	SPV.0060 Special 45. Install Fiber Optic Communications in Cabinet STH 24 & Grange Ave	1.000 EACH	·	·
0572	SPV.0060 Special 46. Install Fiber Optic Communications in Cabinet STH 24 & 92nd St/Root River Pk	1.000 EACH	·	·
0574	SPV.0060 Special 47. Install Fiber Optic Communications in Cabinet STH 24 & 84th Street	1.000 EACH	·	·
0576	SPV.0060 Special 48. Transport & Install State Furnished APS Buttons STH 24 & 60th St	1.000 EACH	·	·







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Proposal ID: 20241210011 **Project(s)**: 2120-18-70, 2160-07-73

Federal ID(s): WISC 2025100, WISC 2025101

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0578	SPV.0060 Special 49. Transport & Install State Furnished Traffic Signal Cabinet STH 24 & CTH U	1.000 EACH	·	
0580	SPV.0060 Special 50. Concrete Bases Type 1 Spread Footing	6.000 EACH	<u></u>	
0582	SPV.0060 Special 51. Transport & Install State Furnished EVP Detector Heads STH 24 & CTH U	1.000 EACH	·	
0584	SPV.0060 Special 52. Transport & Install State Furnished EVP Detector Heads STH 24 & 84th St	1.000 EACH		
0586	SPV.0060 Special 53. Transport & Install State Furnished EVP Detector Heads STH 24 & 68th St	1.000 EACH	·	
0588	SPV.0060 Special 54. Remove and Reinstall Antenna	1.000 EACH		
0590	SPV.0060 Special 60. Removing Existing Median B-40-164	1.000 EACH		·
0592	SPV.0060 Special 61. Expansion Device Modification	1.000 EACH	·	·
0594	SPV.0060 Special 80. Adjusting Water Valve Boxes	152.000 EACH		::
0596	SPV.0060 Special 81. Adjusting Water Manholes	3.000 EACH		
0598	SPV.0060 Special 82. Adjusting CUC Manhole Cover	6.000 EACH	·	·
0600	SPV.0060 Special 83. Sanitary Manhole Seals, Greenfield	38.000 EACH	·	·







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Proposal ID: 20241210011 **Project(s):** 2120-18-70, 2160-07-73

Federal ID(s): WISC 2025100, WISC 2025101

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0602	SPV.0060 Special 90. 40-FT Wood Poles	35.000 EACH	·	<u> </u>
0604	SPV.0060 Special 91. Luminaire Arms Single Member 6-ft Wood Pole Mount	10.000 EACH	<u></u>	·
0606	SPV.0060 Special 92. Installing City Furnished Luminaires Utility LED	10.000 EACH		·
0608	SPV.0075 Special 01. Pavement Cleanup Project 2120-18-70	100.000 HRS		
0610	SPV.0090 Special 01. Concrete Curb & Gutter 31- Inch, Modified	8,251.000 LF	·	
0612	SPV.0090 Special 02. Concrete Curb & Gutter Integral 31-Inch	28.000 LF		·
0614	SPV.0090 Special 20. Cable Type 1#8 AWG 5kV Concentric City Furnished	4,885.000 LF		
0616	SPV.0090 Special 21. Liquidtight Flexible Nonmetallic Conduit 1-Inch	1,230.000 LF		
0618	SPV.0090 Special 22. Liquidtight Flexible Nonmetallic conduit 1 1/2-Inch	625.000 LF	·	
0620	SPV.0090 Special 23. Electrical Cable 4#6/1#8 XLPE Type USE-2	2,325.000 LF		
0622	SPV.0090 Special 24. Electrical Cable 4#2/1#8 XLPE Type USE-2	11,240.000 LF	·	
0624	SPV.0090 Special 25. 3" HDPE Conduit	16,280.000 LF		
0626	SPV.0090 Special 30. Fiber Optic Warning Tape	14,472.000 LF		·







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Proposal ID: 20241210011 **Project(s):** 2120-18-70, 2160-07-73

Federal ID(s): WISC 2025100, WISC 2025101

SECTION: 0001 Contract Items

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0628	SPV.0090 Special 41. Strip Seal Gland Replacement	74.000 LF		·
0630	SPV.0090 Special 90. Cable Type 1#6 AWG 5kV	6,850.000 LF	·	·
0632	SPV.0090 Special 91. Electrical Cable Type 3#6 AL Triplex	7,100.000 LF	·	·
0634	SPV.0090 Special 92. Electrical Cable Type 2#2/1#4 AL Triplex	2,975.000 LF		
0636	SPV.0165 Special 40. Modular Block Wall Repair	257.000 SF		
0638	SPV.0165 Special 41. Fiber Wrap Reinforcing Non- Structural	707.000 SF	.	
0640	SPV.0165 Special 42. Repainting Decorative Steel Railing	25.000 SF	·	·
0642	SPV.0180 Special 40. Methacrylate Flood Seal	313.000 SY		
0644	SPV.0195 Special 01. Management of Solid Waste	10.700 TON		
0646	SPV.0195 Special 02. Joint and Crack Repair	63.000 TON		
	Section: 000)1	Total:	·
			Total Bid:	·

PLEASE ATTACH ADDENDA HERE



Wisconsin Department of Transportation

December 3, 2024

Division of Transportation Systems Development

Bureau of Project Development 4822 Madison Yards Way, 4th Floor South Madison, WI 53705

Telephone: (608) 266-1631 Facsimile (FAX): (608) 266-8459

NOTICE TO ALL CONTRACTORS:

Federal Wage Rate Addendum #01

Letting of December 10, 2024

Attached is a copy of the revised WI 10 Highway Davis Bacon Prevailing Wage Rates that are included in proposals 01 – 07, and 09 – 40; WI 8 Heavy (Sewer & Water Line & Tunnel) Davis Bacon Prevailing Wage Rates that are included in proposal 40. These wage rates are effective for all proposals they are included in in the December 10, 2024 letting. The updated wage rates are dated November 8, 2024 and are effective on or after November 18, 2024.

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

"General Decision Number: WI20240010 11/08/2024

Superseded General Decision Number: WI20230010

State: Wisconsin

Construction Type: Highway

Counties: Wisconsin Statewide.

HIGHWAY, AIRPORT RUNWAY & TAXIWAY CONSTRUCTION PROJECTS (does not include bridges over navigable waters; tunnels; buildings in highway rest areas; and railroad construction)

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

|If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:

- . Executive Order 14026 generally applies to the contract.
- |. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.

If the contract was awarded on . Executive Order 13658 or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:

- generally applies to the contract.
- The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number

Publication Date 01/05/2024

1	01/26/2024
2	02/02/2024
3	02/16/2024
4	03/15/2024
5	05/24/2024
6	06/21/2024
7	06/28/2024
8	07/05/2024
9	08/02/2024
10	08/23/2024
11	09/06/2024
12	11/08/2024

^{*} BRWI0001-002 06/03/2024

CRAWFORD, JACKSON, JUNEAU, LA CROSSE, MONROE, TREMPEALEAU, AND **VERNON COUNTIES**

	Rates	Fringes	
BRICKLAYER	\$ 38.86	27.00	
* BRWI0002-002 06/01/2024			

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

	Rates	Fringes
BRICKLAYER	.\$ 46.60	27.01

^{*} BRWI0002-005 06/01/2024

ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	.\$ 41.62	27.03
* BRWI0003-002 06/01/2024		
BROWN, DOOR, FLORENCE, KEWAUNEE,	MARINETTE, A	AND OCONTO COUNTIES
	Rates	Fringes
BRICKLAYER	.\$ 38.45	27.41
* BRWI0004-002 06/01/2024		
KENOSHA, RACINE, AND WALWORTH CO	UNTIES	
	Rates	Fringes
BRICKLAYER	.\$ 43.21	27.90

^{*} BRWI0006-002 06/01/2024

ADAMS, CLARK, FOREST, LANGLADE, LINCOLN, MARATHON, MENOMINEE,

ONEIDA, PORTAGE, PRICE, TAYLOR, VILAS AND WOOD COUNTIES

	Rates	Fringes
BRICKLAYER	.\$ 38.33	27.53
* BRWI0007-002 06/01/2024		
GREEN, LAFAYETTE, AND ROCK COUNT	TIES	
	Rates	Fringes
BRICKLAYER	.\$ 39.34	28.15
* BRWI0008-002 06/01/2024		
MILWAUKEE, OZAUKEE, WASHINGTON,	AND WAUKESHA COL	JNTIES
	Rates	Fringes
BRICKLAYER	.\$ 46.16	27.33
* BRWI0011-002 06/01/2024		
CALUMET, FOND DU LAC, MANITOWOC,	, AND SHEBOYGAN (COUNTIES
	Rates	Fringes
BRICKLAYER	.\$ 38.45	27.41
* BRWI0019-002 06/01/2024		
BARRON, BUFFALO, BURNETT, CHIPPE PIERCE, POLK, RUSK, ST. CROIX, S		
	Rates	Fringes
BRICKLAYER* * BRWI0034-002 06/01/2024	.\$ 38.18	27.68
COLUMBIA AND SAUK COUNTIES		
	Rates	Fringes
BRICKLAYER		27.32
CARP0068-011 05/02/2022		
BURNETT (W. of Hwy 48), PIERCE (35, 48 & 65), AND ST. CROIX (W.		
	Rates	Fringes
Carpenter & Piledrivermen		27.05
CARP0231-002 06/05/2023		
KENOSHA, MILWAUKEE, OZAUKEE, RAC COUNTIES	CINE, WASHINGTON,	, AND WAUKESHA

ADAMS, ASHLAND, BAYFIELD (Eastern 2/3), FOREST, IRON, JUNEAU, LANGLADE, LINCOLN, MARATHON, ONEIDA, PORTAGE, PRICE, SHAWANO (Western Portion of the County), TAYLOR, VILAS, AND WOOD COUNTIES

	Rates	Fringes
CARPENTER	\$ 42.44	28.44
Piledriver	\$ 42.44	28.44

CARP0314-001 06/05/2023

COLUMBIA, DANE, DODGE, GRANT, GREEN, IOWA, JEFFERSON, LAFAYETTE, RICHLAND, ROCK, SAUK, AND WALWORTH COUNTIES

Rates	Fringes
\$ 38.86	27.06
\$ 39.43	27.02
	\$ 38.86

CARP0361-004 05/01/2018

BAYFIELD (West of Hwy 63) AND DOUGLAS COUNTIES

	Rates	Fringes	
CARPENTER	\$ 36.15	20.43	

CARP0731-002 06/03/2024

CALUMET (Eastern Portion of the County), FOND DU LAC (Eastern Portion of the County), MANITOWOC, AND SHEBOYGAN COUNTIES

	Rates	Fringes
CARPENTER\$	42.44	28.44
Piledriver\$	42.44	28.44

CARP0955-002 06/03/2024

CALUMET (Western Portion of the County), FOND DU LAC (Western Portion of the County), GREEN LAKE, MARQUETTE, OUTAGAMIE, WAUPACA, WAUSHARA, AND WINNEBAGO

	Rates	Fringes
CARPENTER	· · · · ·	28.44 28.44

CARP1056-002 06/01/2024

ADAMS, ASHLAND, BARRON, BAYFIELD, BROWN, BUFFALO, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DANE, DODGE, DOOR, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IOWA, IRON, JACKSON, JEFFERSON, JUNEAU,

KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE (E. of Hwy. 29 & 65), POLK (E. of Hwy. 35, 48 & 65), PORTAGE, PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST. CROIX (E. of Hwy. 65), TAYLOR, TREMPEALEAU, VERNON, VILAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
MILLWRIGHT	\$ 42.00	28.85
CARP1074-002 06/03/2024		

BARRON, BURNETT, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, PEPIN, PIERCE (E. of Hwv. 29 & 65). POLK (E. of Hwv. 35, 48 & 65)

PIERCE (E. of Hwy. 29 & 65), POLK (E. of Hwy. 35, 48 & 65), RUSK, SAWYER, ST. CROIX (E. of Hwy. 65), AND WASHBURN

	Rates	Fringes	
CARPENTER		28.44	
PILEDRIVER	\$ 42.44	28.44	
CARP1143-002 06/03/2024			

BUFFALO, CRAWFORD, JACKSON, LA CROSSE, MONROE, TREMPEALEAU AND VERNON COUNTIES

	Rates	Fringes
CARPENTERPILEDRIVER		28.44 28.44
PILEDRIVER	р 42.44	20.44

CARP1146-002 06/03/2024

BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, MENOMINEE, OCONTO, AND SHAWANO (Western Portion of the County) COUNTIES

	Rates	Fringes	
CARPENTER	\$ 42.44	28.44	
PILEDRIVER	\$ 42.44	28.44	
CARR2227 000 06/02/2024			

CARP2337-009 06/03/2024

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WASHINGTON, AND WAUKESHA

	•	•	
	Rates	Fringes	
PILEDRIVERMAN	\$ 42.21	34.07	
ELEC0014-002 05/26/2024			-

ASHLAND, BARRON, BAYFIELD, BUFFALO, BURNETT, CHIPPEWA, CLARK (except Maryville, Colby, Unity, Sherman, Fremont, Lynn & Sherwood), CRAWFORD, DUNN, EAU CLAIRE, GRANT, IRON, JACKSON, LA CROSSE, MONROE, PEPIN, PIERCE, POLK, PRICE, RICHLAND, RUSK, ST CROIX, SAWYER, TAYLOR, TREMPEALEAU, VERNON, AND WASHBURN COUNTIES

Rates Fringes

Electricians:.....\$ 42.73 23.99

ELEC0014-007 05/26/2024

REMAINING COUNTIES

Rates Fringes

Teledata System Installer

Installer/Technician.....\$ 30.27

19.11

Low voltage construction, installation, maintenance and removal of teledata facilities (voice, data, and video) including outside plant, telephone and data inside wire, interconnect, terminal equipment, central offices, PABX, fiber optic cable and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area networks), LAN (local area networks), and ISDN (integrated systems digital network).

ELEC0127-002 06/01/2023

KENOSHA COUNTY

Rates Fringes

Electricians:.....\$ 46.05 30%+13.15

BROWN, DOOR, KEWAUNEE, MANITOWOC (except Schleswig), MARINETTE(Wausuakee and area South thereof), OCONTO, MENOMINEE (East of a ine 6 miles West of the West boundary of Oconto County), SHAWANO (Except Area North of Townships of Aniwa and Hutchins) COUNTIES

Rates Fringes

ELECTRICIAN.....\$ 40.25 29.75%+11.17

ELEC0159-003 05/26/2024

COLUMBIA, DANE, DODGE (Area West of Hwy 26, except Chester and Emmet Townships), GREEN, LAKE (except Townships of Berlin, Seneca, and St. Marie), IOWA, MARQUETTE (except Townships of Neshkoka, Crystal Lake, Newton, and Springfield), and SAUK COUNTIES

Rates Fringes

ELECTRICIAN.....\$ 48.55 25.91

ELEC0219-004 06/01/2019

FLORENCE COUNTY (Townships of Aurora, Commonwealth, Fern, Florence and Homestead) AND MARINETTE COUNTY (Township of Niagara)

Rates Fringes

^{*} ELEC0158-002 06/01/2024

Electricians:

Electrical contracts over

\$180,000.....\$ 33.94 21.80

Electrical contracts under

\$180,000.....\$ 31.75 21.73

ELEC0242-005 06/02/2024

DOUGLAS COUNTY

Rates Fringes

Electricians:.....\$ 46.23 69.19%

ELEC0388-002 06/01/2023

ADAMS, CLARK (Colby, Freemont, Lynn, Mayville, Sherman, Sherwood, Unity), FOREST, JUNEAU, LANGLADE, LINCOLN, MARATHON, MARINETTE (Beecher, Dunbar, Goodman & Pembine), MENOMINEE (Area West of a line 6 miles West of the West boundary of Oconto County), ONEIDA, PORTAGE, SHAWANO (Aniwa and Hutchins), VILAS AND WOOD COUNTIES

Rates Fringes

Electricians:.....\$ 38.74 26%+11.76

ELEC0430-002 06/01/2023

RACINE COUNTY (Except Burlington Township)

Rates Fringes

Electricians:.....\$ 46.70 25.02

ELEC0494-005 05/26/2024

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

Rates Fringes

Electricians:.....\$ 49.48 27.34

.....

ELEC0494-006 05/26/2024

CALUMET (Township of New Holstein), DODGE (East of Hwy 26 including Chester Township), FOND DU LAC, MANITOWOC (Schleswig), and SHEBOYGAN COUNTIES

Rates Fringes

Electricians:.....\$ 42.77 24.66

ELEC0494-013 05/26/2024

DODGE (East of Hwy 26 including Chester Twp, excluding Emmet Twp), FOND DU LAC (Except Waupuin), MILWAUKEE, OZAUKEE, MANITOWOC (Schleswig), WASHINGTON, AND WAUKESHA COUNTIES

Rates Fringes

Installation, testing, maintenance, operation and servicing of all sound, intercom, telephone interconnect, closed circuit TV systems, radio systems, background music systems, language laboratories, electronic carillion, antenna distribution systems, clock and program systems and low-voltage systems such as visual nurse call, audio/visual nurse call systems, doctors entrance register systems. Includes all wire and cable carrying audio, visual, data, light and radio frequency signals. Includes the installation of conduit, wiremold, or raceways in existing structures that have been occupied for six months or more where required for the protection of the wire or cable, but does not mean a complete conduit or raceway system. work covered does not include the installation of conduit, wiremold or any raceways in any new construction, or the installation of power supply outlets by means of which external electric power is supplied to any of the foregoing equipment or products

ELEC0577-003 05/26/2024

CALUMET (except Township of New Holstein), GREEN LAKE (N. part including Townships of Berlin, St Marie, and Seneca), MARQUETTE (N. part including Townships of Crystal Lake, Neshkoro, Newton, and Springfield), OUTAGAMIE, WAUPACA, WAUSHARA, AND WINNEBAGO COUNTIES

	Rates	Fringes	
Electricians:	\$ 40.00	22.69	
ELEC0890-003 06/01/2024			

DODGE (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE, RACINE (Burlington Township), ROCK AND WALWORTH COUNTIES

Rates Fringes

Electricians:......\$ 43.65 25.95%+12.26

ELEC0953-001 06/02/2019

	Rates	Fringes
Line Construction: (1) Lineman (2) Heavy Equipment Operator	.\$ 47.53	21.43
(3) Equipment Operator		18.40
(4) Heavy Groundman Driver.		16.88
(5) Light Groundman Driver.		16.11
(6) Groundsman	.\$ 26.14	14.60

ENGI0139-005 06/01/2024

	Rates	Fringes
Power Equipment Operator		
Group 1	\$ 46.37	28.80

Group	2\$	45.87	28.80
Group	3\$	44.77	28.80
Group	4\$	44.51	28.80
Group	5\$	44.22	28.80
Group	6\$	38.32	28.80

HAZARDOUS WASTE PREMIUMS:

EPA Level ""A"" protection - \$3.00 per hour EPA Level ""B"" protection - \$2.00 per hour EPA Level ""C"" protection - \$1.00 per hour

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, tower cranes, and derricks with or without attachments with a lifting capacity of over 100 tons; or cranes, tower cranes, and derricks with boom, leads and/or jib lengths measuring 176 feet or longer.

GROUP 2: Cranes, tower cranes and derricks with or without attachments with a lifting capacity of 100 tons or less; or cranes, tower cranes, and derricks with boom, leads, and/or jibs lengths measuring 175 feet or under and Backhoes (excavators) weighing 130,000 lbs and over; caisson rigs; pile driver; dredge operator; dredge engineer; Boat Pilot.

GROUP 3: Mechanic or welder - Heavy duty equipment; cranes with a lifting capacity of 25 tons or under; concrete breaker (manual or remote); vibratory/sonic concrete breaker; concrete laser screed; concrete slipform paver; concrete batch plant operator; concrete pvt. spreader heavy duty (rubber tired); concrete spreader & distributor; automatic subgrader (concrete); concrete grinder & planing machine; concrete slipform curb & gutter machine; slipform concrete placer; tube finisher; hydro blaster (10,000 psi & over); bridge paver; concrete conveyor system; concrete pump; Rotec type Conveyor; stabilizing mixer (self-propelled); shoulder widener; asphalt plant engineer; bituminious paver; bump cutter & grooving machine; milling machine; screed (bituminous paver); asphalt heater, planer & scarifier; Backhoes (excavators) weighing under 130,000 lbs; grader or motor patrol; tractor (scraper, dozer, pusher, loader); scraper - rubber tired (single or twin engine); endloader; hydraulic backhoe (tractor type); trenching machine; skid rigs; tractor, side boom (heavy); drilling or boring machine (mechanical heavy); roller over 5 tons; percussion or rotary drilling machine; air track; blaster; loading machine (conveyor); tugger; boatmen; winches & A-frames; post driver; material hoist.

GROUP 4: Greaser, roller steel (5 tons or less); roller (pneumatic tired) - self propelled; tractor (mounted or towed compactors & light equipment); shouldering machine; self- propelled chip spreader; concrete spreader; finishing machine; mechanical float; curing machine; power subgrader; joint sawer (multiple blade) belting machine; burlap machine; texturing machine; tractor endloader (rubber tired) - light; jeep digger; forklift; mulcher; launch operator; fireman, environmental burner

GROUP 5: Air compressor; power pack; vibrator hammer and extractor; heavy equipment, leadman; tank car heaters; stump chipper; curb machine operator; Concrete proportioning plants; generators; mudjack operator; rock breaker; crusher or screening plant; screed (milling machine); automatic belt conveyor and surge bin; pug mill

operator; Oiler, pump (over 3 inches); Drilling Machine Tender, day light machine

GROUP 6: Off-road material hauler with or without ejector.

TROUGOGO 000 05 (00 (000)

IRON0008-002 06/02/2024

BROWN, CALUMET, DOOR, FOND DU LAC, KEWAUNEE, MANITOWOC, MARINETTE, OCONTO, OUTAGAMI, SHAWANO, SHEBOYGAN, AND WINNEBAGO COUNTIES:

Rates Fringes

IRONWORKER.....\$ 43.02 32.32

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

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IRON0008-003 06/02/2024

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WALWORTH (N.E. 2/3), WASHINGTON, AND WAUKESHA COUNTIES

Rates Fringes

IRONWORKER.....\$ 44.79 32.32

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

IRON0383-001 06/02/2024

ADAMS, COLUMBIA, CRAWFORD, DANE, DODGE, FLORENCE, FOREST, GRANT, GREENE, (Excluding S.E. tip), GREEN LAKE, IOWA, JEFFERSON, JUNEAU, LA CROSSE, LAFAYETTE, LANGLADE, MARATHON, MARQUETTE, MENOMINEE, MONROE, PORTAGE, RICHLAND, ROCK (Northern area, vicinity of Edgerton and Milton), SAUK, VERNON, WAUPACA, WAUSHARA, AND WOOD COUNTIES

Rates Fringes

IRONWORKER.....\$ 42.00 31.93

* IRON0498-005 06/01/2024

GREEN (S.E. 1/3), ROCK (South of Edgerton and Milton), and WALWORTH (S.W. 1/3) COUNTIES:

Rates Fringes

IRONWORKER.....\$ 46.59 48.80

* IRON0512-008 04/28/2024

BARRON, BUFFALO, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, JACKSON, PEPIN, PIERCE, POLK, RUSK, ST CROIX, TAYLOR, AND TREMPEALEAU COUNTIES

2/3/24, 7:49 AM		SAM.gov
	Rates	Fringes
IRONWORKER		
* IRON0512-021 04/28/2024		
ASHLAND, BAYFIELD, BURNETT, DO PRICE, SAWYER, VILAS AND WASH		INCOLN, ONEIDA,
	Rates	Fringes
IRONWORKER	•	34.68
LAB00113-002 06/03/2024		
MILWAUKEE AND WAUKESHA COUNTIE	:S	
	Rates	Fringes
LABORER Group 1	\$ 35.76 \$ 35.96 \$ 36.11 \$ 36.26	25.01 25.01 25.01 25.01 25.01 25.01
LABORERS CLASSIFICATIONS		
GROUP 1: General Laborer; Tr Demolition and Wrecking Labo Bridge Builder; Landscaper; Stone Handler; Bituminous Wo Utility Man); Batch Truck Du Bituminous Worker (Dumper, I Concrete Handler	orer; Guard Rai Multiplate Culv orker (Shoveler umper or Cement	l, Fence, and vert Assembler; , Loader, and Handler;
GROUP 2: Air Tool Operator; (Pavement); Vibrator or Tamp Operated); Chain Saw Operato Laborer	oer Operator (Me	echanical Hand
GROUP 3: Bituminous Worker (Curb, Sidewalk, and Pavemer		
GROUP 4: Line and Grade Speci	lalist	
GROUP 5: Blaster and Powderma	an	
GROUP 6: Flagperson; traffic	control person	
LAB00113-003 06/03/2024		
OZAUKEE AND WASHINGTON COUNTIE	:c	
OTAUNEE AND MADULINGION COUNTY	د	

	Rates	Fringes
•	1\$ 34.86	25.01
Group	2	25.01 25.01 25.01

Group	5	35.06	25.01
Group	6\$	31.95	25.01

LABORERS CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated);

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson and Traffic Control Person

LAB00113-011 06/03/2024

KENOSHA AND RACINE COUNTIES

	Rates	Fringes
LABORER		
Group 1	\$ 34.67	25.01
Group 2	\$ 34.82	25.01
Group 3	\$ 35.02	25.01
Group 4	\$ 34.99	25.01
Group 5	\$ 35.32	25.01
Group 6	\$ 31.81	25.01

LABORERS CLASSIFICATIONS:

GROUP 1: General laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagman; traffic control person

LAB00140-002 06/03/2024

ADAMS, ASHLAND, BARRON, BAYFIELD, BROWN, BUFFALO, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DODGE, DOOR, DOUGLAS, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IRON, JACKSON, JUNEAU, IOWA, JEFFERSON, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE, POLK, PORTAGE, PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST. CROIX, TAYLOR, TREMPEALEAU, VERNON, VILLAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
LABORER		
Group 1	\$ 40.57	19.45
Group 2	\$ 40.67	19.45
Group 3	\$ 40.72	19.45
Group 4	\$ 40.92	19.45
Group 5	\$ 40.77	19.45
Group 6	\$ 37.20	19.45

LABORER CLASSIFICATIONS

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bitminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator, Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk and Pavement); Strike Off Man

GROUP 4: Line and Grade Secialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson; Traffic Control

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LAB00464-003 06/03/2024

DANE COUNTY

	Rates	Fringes
LABORER		
Group 1	\$ 40.85	19.45
Group 2	\$ 40.95	19.45
Group 3	\$ 41.00	19.45
Group 4	\$ 41.20	19.45
Group 5	\$ 41.05	19.45
Group 6	\$ 37.20	19.45

LABORERS CLASSIFICATIONS:

GROUP 1: General Laborer; Tree Trimmer; Conduit Layer; Demolition and Wrecking Laborer; Guard Rail, Fence, and Bridge Builder; Landscaper; Multiplate Culvert Assembler; Stone Handler; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminious Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; Powderman

GROUP 6: Flagperson and Traffic Control Person

PAIN0106-008 05/06/2024

ASHLAND, BAYFIELD, BURNETT, AND DOUGLAS COUNTIES

	F	Rates	Fringes
Painters:			
New:			
Brush,	Roller\$	36.16	26.27
Spray,	Sandblast, Steel\$	36.76	26.27
Repaint	:		
Brush,	Roller\$	34.66	26.27
Spray,	Sandblast, Steel\$	35.26	26.27

PAIN0108-002 06/01/2024

RACINE COUNTY

'	Rates	Fringes
Painters:		
Brush, Roller\$	42.04	22.95
Spray & Sandblast\$	43.04	22.95

PAIN0259-002 05/01/2008

BARRON, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN, PIERCE, POLK, RUSK, SAWYER, ST. CROIX, AND WASHBURN COUNTIES

	Rates	Fringes
PAINTER	.\$ 24.11	12.15

PAIN0259-004 05/01/2015

BUFFALO, CRAWFORD, JACKSON, LA CROSSE, MONROE, TREMPEALEAU, AND VERNON COUNTIES

Rates Fringes

PAINTER....\$ 22.03 PAIN0781-002 06/01/2024 JEFFERSON, MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES Rates Fringes Painters: Bridge.....\$ 41.39 24.92 Brush.....\$ 40.64 24.92 Spray & Sandblast..... \$ 41.39 PAIN0802-002 06/01/2024 COLUMBIA, DANE, DODGE, GRANT, GREEN, IOWA, LAFAYETTE, RICHLAND, ROCK, AND SAUK COUNTIES Rates Fringes **PAINTER** Brush.....\$ 36.35 20.87 PREMIUM PAY: Structural Steel, Spray, Bridges = \$1.00 additional per hour. ______ PAIN0802-003 06/01/2024 ADAMS, BROWN, CALUMET, CLARK, DOOR, FOND DU LAC, FOREST, GREEN LAKE, IRON, JUNEAU, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, PORTAGE, PRICE, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WAUSHARA, WAUPACA, WINNEBAGO, AND WOOD COUNTIES Rates Fringes PAINTER.....\$ 36.35 20.87 PAIN0934-001 06/01/2024 KENOSHA AND WALWORTH COUNTIES Rates Fringes Painters: Brush.....\$ 38.67 26.32 Spray.....\$ 39.67 26.32 Structural Steel.....\$ 38.82 ______ PAIN1011-002 06/02/2024 FLORENCE COUNTY Rates Fringes Painters:....\$ 29.95 15.89 PLAS0599-002 06/01/2023

Rates

Fringes

https://sam.gov/wage-determination/WI20240010/12

CEMENT MASON/CONCRETE FINISHER

Area	A\$	45.17	27.27
Area	B\$	39.97	25.02
Area	C\$	40.40	25.25
Area	D\$	41.16	24.49
Area	E\$	40.50	25.14
Area	F\$	36.98	28.67

AREA DESCRIPTIONS

AREA A: ASHLAND, BURNETT, BAYFIELD, DOUGLAS, IRON, PRICE, SAWYER, AND WASHBURN COUNTIES

AREA B: ADAMS, BARRON, BROWN, CALUMET, CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, JEFFERSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST. CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

AREA C: BUFFALO, CRAWFORD, EAU CLAIRE, JACKSON, JUNEAU, LA CROSSE, MONROE, PEPIN, PIERCE, RICHLAND, TREMPEALEAU, AND VERNON COUNTIES

AREA D: MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

AREA E: DANE, GRANT, GREEN, IOWA, LAFAYETTE, AND ROCK COUNTIES

AREA F: KENOSHA AND RACINE COUNTIES

TEAM0039-001 06/01/2024

	Rates	Fringes
TRUCK DRIVER 1 & 2 Axles 3 or more Axles; Euclids,	.\$ 37.57	27.41
Dumptor & Articulated, Truck Mechanic	.\$ 37.72	27.41

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information

on contractor requirements and worker protections under the EO is available at $\,$

https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate

that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

State Adopted Rate Identifiers

Classifications listed under the ""SA"" identifier indicate that the prevailing wage rate set by a state (or local) government was adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 01/03/2024 reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator U.S. Department of Labor

200 Constitution Avenue, N.W. Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION"

"General Decision Number: WI20240008 11/08/2024

Superseded General Decision Number: WI20230008

State: Wisconsin

Construction Types: Heavy (Sewer and Water Line and Tunnel)

Counties: Wisconsin Statewide.

TUNNEL, SEWER & WATER LINE CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:

- . Executive Order 14026 generally applies to the contract.
- 1. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.

If the contract was awarded on |. Executive Order 13658 or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:

- generally applies to the contract.
- The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at http://www.dol.gov/whd/govcontracts.

Modification Number

Publication Date

01/05/2024

1

01/19/2024

2	02/02/2024
3	02/16/2024
4	03/15/2024
5	05/24/2024
6	06/14/2024
7	06/21/2024
8	06/28/2024
9	07/05/2024
10	07/26/2024
11	08/23/2024
12	09/06/2024
13	11/08/2024

^{*} BRWI0001-002 06/03/2024

CRAWFORD, JACKSON, JUNEAU, LA CROSSE, MONROE, TREMPEALEAU, AND VERNON COUNTIES

	Rates	Fringes
BRICKLAYER	\$ 38.86	27.00
* BRWI0002-002 06/01/2024		

ASHLAND, BAYFIELD, DOUGLAS, AND IRON COUNTIES

	Rates	Fringes
BRICKLAYER	.\$ 46.60	27.01

^{*} BRWI0002-005 06/01/2024

ADAMS, ASHLAND, BARRON, BROWN, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, IRON, JEFFERSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER	.\$ 41.62	27.03
* BRWI0003-002 06/01/2024		
BROWN, DOOR, FLORENCE, KEWAUNEE,	MARINETTE, A	AND OCONTO COUNTIES
	Rates	Fringes
BRICKLAYER	.\$ 38.45	27.41
* BRWI0004-002 06/01/2024		
KENOSHA, RACINE, AND WALWORTH COL	UNTIES	
	Rates	Fringes
BRICKLAYER	.\$ 43.21	27.90

^{*} BRWI0006-002 06/01/2024

ADAMS, CLARK, FOREST, LANGLADE, LINCOLN, MARATHON, MENOMINEE,

ONEIDA, PORTAGE, PRICE, TAYLOR, VILAS AND WOOD COUNTIES

	Rates	Fringes
BRICKLAYER	.\$ 38.33	27.53
* BRWI0007-002 06/01/2024		
GREEN, LAFAYETTE, AND ROCK COUNT	TIES	
	Rates	Fringes
BRICKLAYER	.\$ 39.34	28.15
* BRWI0008-002 06/01/2024		
MILWAUKEE, OZAUKEE, WASHINGTON,	AND WAUKESHA COL	UNTIES
	Rates	Fringes
BRICKLAYER	.\$ 46.16	27.33
* BRWI0009-001 06/01/2024		
GREEN LAKE, MARQUETTE, OUTAGAMIE AND WINNEBAGO COUNTIES	E, SHAWANO, WAUP	ACA, WASHARA,
	Rates	Fringes
BRICKLAYER	.\$ 38.45	27.41
* BRWI0011-002 06/01/2024		
CALUMET, FOND DU LAC, MANITOWOC,	, AND SHEBOYGAN (COUNTIES
	Rates	Fringes
BRICKLAYER	.\$ 38.45	27.41
* BRWI0013-002 06/01/2024		
DANE, GRANT, IOWA, AND RICHLAND	COUNTIES	
	Rates	Fringes
BRICKLAYER		27.32
* BRWI0019-002 06/01/2024		
BARRON, BUFFALO, BURNETT, CHIPPE PIERCE, POLK, RUSK, ST. CROIX, S		
	Rates	Fringes
BRICKLAYER		27.68
* BRWI0021-002 06/01/2024	 -	·
DODGE AND JEFFERSON COUNTIES		

Rates

Fringes

BRICKLAYER.....\$ 39.10 * BRWI0034-002 06/01/2024 COLUMBIA AND SAUK COUNTIES Rates Fringes BRICKLAYER.....\$ 40.17 CARP0068-011 05/02/2022 BURNETT (W. of Hwy 48), PIERCE (W. of Hwy 29), POLK (W. of Hwys 35, 48 & 65), AND ST. CROIX (W. of Hwy 65) COUNTIES Rates Fringes Carpenter & Piledrivermen......\$ 41.19 27.05 CARP0231-002 06/05/2023 KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WASHINGTON, AND WAUKESHA COUNTIES Rates Fringes CARPENTER.....\$ 41.91 29.72 ______ CARP0310-002 06/03/2024 ADAMS, ASHLAND, BAYFIELD (Eastern 2/3), FOREST, IRON, JUNEAU, LANGLADE, LINCOLN, MARATHON, ONEIDA, PORTAGE, PRICE, SHAWANO (Western Portion of the County), TAYLOR, VILAS, AND WOOD COUNTIES Fringes Rates CARPENTER.....\$ 42.44 28.44 Piledriver..... \$ 42.44 28.44 CARP0314-001 06/05/2023 COLUMBIA, DANE, DODGE, GRANT, GREEN, IOWA, JEFFERSON, LAFAYETTE, RICHLAND, ROCK, SAUK, AND WALWORTH COUNTIES Rates Fringes 27.06 CARPENTER.....\$ 38.86 Piledriver.....\$ 39.43 27.02 ______ CARP0361-004 05/01/2018 BAYFIELD (West of Hwy 63) AND DOUGLAS COUNTIES Rates Fringes 20.43 CARPENTER.....\$ 36.15 CARP0731-002 06/03/2024

CALUMET (Eastern Portion of the County), FOND DU LAC (Eastern

Portion of the County), MANITOWOC, AND SHEBOYGAN COUNTIES

	Rates	Fringes
CARPENTER	•	28.44
Piledriver	\$ 42.44 	28.44

CARP0955-002 06/03/2024

CALUMET (Western Portion of the County), FOND DU LAC (Western Portion of the County), GREEN LAKE, MARQUETTE, OUTAGAMIE, WAUPACA, WAUSHARA, AND WINNEBAGO

	Rates	Fringes
CARPENTER	•	28.44
PILEDRIVER	.\$ 42.44	28.44

CARP1056-002 06/01/2024

ADAMS, ASHLAND, BARRON, BAYFIELD, BROWN, BUFFALO, BURNETT, CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DANE, DODGE, DOOR, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IOWA, IRON, JACKSON, JEFFERSON, JUNEAU, KEWAUNEE, LA CROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE (E. of Hwy. 29 & 65), POLK (E. of Hwy. 35, 48 & 65), PORTAGE, PRICE, RICHLAND, ROCK, RUSK, SAUK, SAWYER, SHAWANO, SHEBOYGAN, ST. CROIX (E. of Hwy. 65), TAYLOR, TREMPEALEAU, VERNON, VILAS, WALWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

	Rates	Fringes	
MILLWRIGHT	\$ 42.00	28.85	
CARP1074-002 06/03/2024			

BARRON, BURNETT, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, PEPIN, PIERCE (E. of Hwy. 29 & 65), POLK (E. of Hwy. 35, 48 & 65), RUSK, SAWYER, ST. CROIX (E. of Hwy. 65), AND WASHBURN

	Kates	Fringes	
CARPENTER	\$ 42.44	28.44	
PILEDRIVER	\$ 42.44	28.44	
			-

CARP1143-002 06/03/2024

BUFFALO, CRAWFORD, JACKSON, LA CROSSE, MONROE, TREMPEALEAU AND VERNON COUNTIES

	Rates	Fringes	
CARPENTERPILEDRIVER		28.44 28.44	

CARP1146-002 06/03/2024

BROWN, DOOR, FLORENCE, KEWAUNEE, MARINETTE, MENOMINEE, OCONTO,

AND SHAWANO (Western Portion of the County) COUNTIES

	Rates	Fringes
CARPENTER	•	28.44 28.44
CARP2337-009 06/03/2024		
KENOSHA, MILWAUKEE, OZAUKEE,	RACINE, WASHINGTON,	AND WAUKESHA
	Rates	Fringes
PILEDRIVERMAN	\$ 42.21	34.07
CARP2337-010 06/03/2024		
KENOSHA, MILWAUKEE, OZAUKEE,	RACINE, WASHINGTON,	AND WAUKESHA
	Rates	Fringes
MILLWRIGHT	\$ 42.31	32.21
ELEC0014-002 05/26/2024		

ASHLAND, BARRON, BAYFIELD, BUFFALO, BURNETT, CHIPPEWA, CLARK (except Maryville, Colby, Unity, Sherman, Fremont, Lynn & Sherwood), CRAWFORD, DUNN, EAU CLAIRE, GRANT, IRON, JACKSON, LA CROSSE, MONROE, PEPIN, PIERCE, POLK, PRICE, RICHLAND, RUSK, ST CROIX, SAWYER, TAYLOR, TREMPEALEAU, VERNON, AND WASHBURN COUNTIES

	Rates	Fringes
Electricians:	\$ 42.73	23.99
ELEC0127-002 06/01/2023		

KENOSHA COUNTY

	Rates	Fringes
Electricians:	.\$ 46.05	30%+13.15
* FLFC0158-002 06/01/2024		

ELEC0158-002 06/01/2024

BROWN, DOOR, KEWAUNEE, MANITOWOC (except Schleswig), MARINETTE(Wausuakee and area South thereof), OCONTO, MENOMINEE (East of a ine 6 miles West of the West boundary of Oconto County), SHAWANO (Except Area North of Townships of Aniwa and Hutchins) COUNTIES

	Rates	Fringes
ELECTRICIAN	.\$ 40.25	29.75%+11.17
ELEC0159-003 05/26/2024		

COLUMBIA, DANE, DODGE (Area West of Hwy 26, except Chester and Emmet Townships), GREEN, LAKE (except Townships of Berlin, Seneca, and St. Marie), IOWA, MARQUETTE (except Townships of Neshkoka, Crystal Lake, Newton, and Springfield), and SAUK

COUNTIES		
	Rates	Fringes
ELECTRICIAN	.\$ 48.55	25.91
ELEC0219-004 06/01/2019		
FLORENCE COUNTY (Townships of Au Florence and Homestead) AND MARI Niagara)		
	Rates	Fringes
Electricians: Electrical contracts over \$180,000 Electrical contracts under		21.80
\$180,000	•	21.73
ELEC0242-005 06/02/2024		
DOUGLAS COUNTY		
	Rates	Fringes
Electricians:	-	69.19%
ELEC0388-002 06/01/2023		
ADAMS, CLARK (Colby, Freemont, L Sherwood, Unity), FOREST, JUNEA MARINETTE (Beecher, Dunbar, Good West of a line 6 miles West of t County), ONEIDA, PORTAGE, SHAWAN AND WOOD COUNTIES	U, LANGLADE, LII man & Pembine), he West boundary	NCOLN, MARATHON, MENOMINEE (Area y of Oconto
	Rates	Fringes
Electricians:	.\$ 38.74	26%+11.76
ELEC0430-002 06/01/2023		
RACINE COUNTY (Except Burlington	Township)	
	Rates	Fringes
Electricians:		25.02
ELEC0494-005 05/26/2024		
MILWAUKEE, OZAUKEE, WASHINGTON,	AND WAUKESHA COL	JNTIES
	Rates	Fringes
Electricians:	.\$ 49.48	27.34

ELEC0494-006 05/26/2024

CALUMET (Township of New Holstein), DODGE (East of Hwy 26 including Chester Township), FOND DU LAC, MANITOWOC (Schleswig), and SHEBOYGAN COUNTIES

ELEC0577-003 05/26/2024

CALUMET (except Township of New Holstein), GREEN LAKE (N. part including Townships of Berlin, St Marie, and Seneca), MARQUETTE (N. part including Townships of Crystal Lake, Neshkoro, Newton, and Springfield), OUTAGAMIE, WAUPACA, WAUSHARA, AND WINNEBAGO COUNTIES

DODGE (Emmet Township only), GREEN, JEFFERSON, LAFAYETTE, RACINE (Burlington Township), ROCK AND WALWORTH COUNTIES

ENGI0139-003 06/03/2024

REMAINING COUNTIES

	Rates	Fringes
Power Equipment Operator		
Group 1	48.78	27.14
Group 2	47.53	27.14
Group 3	44.23	27.14
Group 4	43.70	27.14
Group 5	41.63	27.14
Group 6	40.10	27.14

HAZARDOUS WASTE PREMIUMS:

EPA Level ""A"" Protection: \$3.00 per hour EPA Level ""B"" Protection: \$2.00 per hour EPA Level ""C"" Protection: \$1.00 per hour

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of over 100 tons; Cranes, Tower Cranes, and Derricks with boom, leads and/or jib lengths 176 ft or longer.

GROUP 2: Backhoes (Excavators) weighing 130,00 lbs and over; Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of 100 tons or less; Cranes, Tower Cranes, and Derricks with boom, leads, and/or jib lengths 175 ft or less; Caisson Rigs; Pile Driver

GROUP 3: Backhoes (Excavators) weighing under 130,000 lbs; Travelling Crane (bridge type); Milling Machine; Concrete Paver over 27 E; Concrete Spreader and Distributor; Concrete Laser Screed; Concrete Grinder and Planing

Machine; Slipform Curb and Gutter Machine; Boring Machine (Directional); Dredge Operator; Skid Rigs; over 46 meter Concrete Pump.

GROUP 4: Hydraulic Backhoe (tractor or truck mounted); Hydraulic Crane, 10 tons or less; Tractor, Bulldozer, or End Loader (over 40 hp); Motor Patrol; Scraper Operator; Bituminous Plant and Paver Operator; Screed-Milling Machine; Roller over 5 tons; Concrete pumps 46 meter and under; Grout Pumps; Rotec type machine; Hydro Blaster, 10,000 psi and over; Rotary Drill Operator; Percussion Drilling Machine; Air Track Drill with or without integral hammer; Blaster; Boring Machine (vertical or horizontal); Side Boom; Trencher, wheel type or chain type having 8 inch or larger bucket; Rail Leveling Machine (Railroad); Tie Placer; Tie Extractor; Tie Tamper; Stone Leveler; Straddle Carrier; Material Hoists; Stack Hoist; Man Hoists; Mechanic and Welder; Off Road Material Haulers.

GROUP 5: Tractor, Bulldozer, or Endloader (under 40 hp); Tampers -Compactors, riding type; Stump Chipper, large; Roller, Rubber Tire; Backfiller; Trencher, chain type (bucket under 8 inch); Concrete Auto Breaker, large; Concrete Finishing Machine (road type); Concrete Batch Hopper; Concrete Conveyor Systems; Concrete Mixers, 14S or over; Pumps, Screw Type and Gypsum); Hydrohammers, small; Brooms and Sweeeprs; Lift Slab Machine; Roller under 5 tons; Industrial Locomotives; Fireman (Pile Drivers and Derricks); Pumps (well points); Hoists, automatic; A-Frames and Winch Trucks; Hoists (tuggers); Boats (Tug, Safety, Work Barges and Launches); Assistant Engineer

GROUP 6: Shouldering Machine Operator; Farm or Industrial Tractor mounted equipment; Post Hole Digger; Auger (vertical and horizontal); Skid Steer Loader with or without attachments; Robotic Tool Carrier with or without attachments; Power Pack Vibratory/Ultra Sound Driver and Extractor; Fireman (Asphalt Plants); Screed Operator; Stone Crushers and Screening Plants; Air, Electric, Hydraulic Jacks (Slip Form); Prestress Machines; Air Compressor, 400 CFM or over; Refrigeration Plant/Freese Machine; Boiler Operators (temporary heat); Forklifts; Welding Machines; Generators; Pumps over 3""; Heaters, Mechanical; Combination small equipment operator; Winches, small electric; Oiler; Greaser; Rotary Drill Tender; Conveyor; Elevator Operator

ENGI0139-007 06/03/2024

DODGE, FOND DU LAC, JEFFERSON, KENOSHA, MILWAUKEE, OZAUKEE, RACINE, SHEBOYGAN, WALWORTH, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Power Equipment Operator		
Group 1	\$ 45.04	26.80
Group 2	\$ 44.26	26.80
Group 3	\$ 43.31	26.80
Group 4	\$ 42.26	26.80
Group 5	\$ 40.86	26.80

HAZARDOUS WASTE PREMIUMS:

EPA Level ""A"" Protection: \$3.00 per hour EPA Level ""B"" Protection: \$2.00 per hour

EPA Level ""C"" Protection: \$1.00 per hour

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

- GROUP 1: Cranes, Tower Cranes, and Derricks with or without attachments, with a lifting capacity of over 100 tons; or Cranes, Tower Cranes, and Derricks with boom, leads, and/or jib lengths measuring 176 feet or longer; Backhoes (Excavators) 130,000 lbs and over; Caisson Rigs and Pile Drivers
- GROUP 2: Cranes, Tower Cranes and Derricks with or without attachments with a lifting capacity of 100 tons or under; or Cranes, Tower Cranes, and Derricks with boom, lead, and\or jib lengths measuring 175 feet or under; Backhoes (Excavators) under 130,000 lbs; Skid Rigs; Dredge Operator: Traveling Crane (Bridge type); Concrete Paver over 27 E; Concrete Spreader and Distributor; Concrete Pumps and Boring Machines (directional)
- GROUP 3: Material Hoists; Stack Hoists; Tractor or Truck mounted Hydraulic Backhoe; Tractor or Truck Mounted Hydraulic Crane, 5 tons or under; Manhoist; Tractor over 40 hp; Bulldozer over 40 hp; Endloader over 40 hp; Forklift, 25 ft and over; Motor Patrol; Scraper Operator; Sideboom; Straddle Carrier; Mechanic and Welder; Bituminous Plant and Paver Operator; Roller over 5 tons; Percussion Drill Operator; Rotary Drill Operator; Blaster; Air Track Drill; Trencher (wheel type or chain type having over 8 inch bucket); Elevator; Milling Machine and Boring Machine (horizontal or vertical); Backhoe Mounted Compactor
- GROUP 4: Backfiller; Concrete Auto Breaker (large); Concrete Finishing Machine (road type); Roller, Rubber Tire; Concrete Batch Hopper; Concrete Conveyor System; Concrete Mixers (14S or over); Screw type Pumps and Gypsum Pumps; Grout Pumps; Tractor, Bulldozer, End Loader, under 40 hp; Pumps (well points); Trencher (chain type 8 inch or smaller bucket; Industrial Locomotives; Roller under 5 tons; Fireman (Piledrivers and Derricks); Robotic Tool Carrier with or without attachments.
- GROUP 5: Hoists (Automatic); Forklift, 12 ft to 25 ft; Tamper-Compactors, riding type; A-Frame andWinch Trucks; Concrete Auto Breaker; Hydrohammer, small; Brooms and Sweepers; Hoist (Tuggers); Stump Chipper, large; Boats (Tug, Safety, Work Barges and Launch); Shouldering Machine Operator; Screed Operator; Farm or Industrial Tractor; Post Hole Digger; Stone Crushers and Screening Plants; Firemen (Asphalt Plants); Air Compressor (400 CFM or over); Augers (vertical and horizontal); Generators, 150 KW and over; Air, Electric Hydraulic Jacks (Slipform); Prestress Machines; Skid Steer Loader with or without attachments; Boiler operators (temporary heat); Forklift, 12 ft and under; Screed Operator Milling Machine; Refrigeration Plant/Freeze Machine; Power Pack Vibratory/Ultra Sound Driver and Extractor; Generators under 150 KW; Combination small equipment operator; Compressors under 400 CFM; Welding Machines; Heaters, Mechanical; Pumps; Winches, Small Electric; Oiler and Greaser; Conveyor; High pressure utility locating machine (daylighting machine).

BROWN, CALUMET, DOOR, FOND DU LAC, KEWAUNEE, MANITOWOC, MARINETTE, OCONTO, OUTAGAMI, SHAWANO, SHEBOYGAN, AND WINNEBAGO COUNTIES:

Rates Fringes

IRONWORKER.....\$ 43.02 32.32

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

IRON0008-003 06/02/2024

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WALWORTH (N.E. 2/3), WASHINGTON, AND WAUKESHA COUNTIES

Rates Fringes

IRONWORKER...... \$ 44.79 32.32

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

IRON0383-001 06/02/2024

ADAMS, COLUMBIA, CRAWFORD, DANE, DODGE, FLORENCE, FOREST, GRANT, GREENE, (Excluding S.E. tip), GREEN LAKE, IOWA, JEFFERSON, JUNEAU, LA CROSSE, LAFAYETTE, LANGLADE, MARATHON, MARQUETTE, MENOMINEE, MONROE, PORTAGE, RICHLAND, ROCK (Northern area, vicinity of Edgerton and Milton), SAUK, VERNON, WAUPACA, WAUSHARA, AND WOOD COUNTIES

Rates Fringes

IRONWORKER......\$ 42.00 31.93

* IRON0498-005 06/01/2024

GREEN (S.E. 1/3), ROCK (South of Edgerton and Milton), and WALWORTH (S.W. 1/3) COUNTIES:

Rates Fringes

IRONWORKER......\$ 46.59 48.80

* IRON0512-008 04/28/2024

BARRON, BUFFALO, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, JACKSON, PEPIN, PIERCE, POLK, RUSK, ST CROIX, TAYLOR, AND TREMPEALEAU COUNTIES

Rates Fringes

IRONWORKER.....\$ 44.85 35.22

* IRON0512-021 04/28/2024

ASHLAND, BAYFIELD, BURNETT, DOUGLAS, IRON, LINCOLN, ONEIDA,

PRICE, SAWYER, VILAS AND WASHBURN COUNTIES

	Rates	Fringes
IRONWORKER	\$ 41.19	34.68
LAB00113-004 06/03/2024		

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Laborers: (Open Cut)		
Group 1\$	19.14	23.90
Group 2\$	21.61	23.90
Group 3\$	25.47	23.90
Group 4\$	35.66	23.90
Group 5\$	35.83	23.90
Group 6\$	35.89	23.90
Group 7\$	40.09	23.90
Group 8\$	43.16	23.90
Group 9\$	43.85	23.90

LABORERS CLASSIFICATIONS [OPEN CUT]

GROUP 1: Yard Laborer

GROUP 2: Landscaper

GROUP 3: Flag Person

GROUP 4: Paving Laborer

GROUP 5: General Laborer on Surface; Top Man

GROUP 6: Mud Mixer

GROUP 7: Mucker; Form Stripper; Bottom Digger and Misc; Bottom Man and Welder on Surface

GROUP 8: Concrete Manhole Builder; Caisson Worker; Miner; Pipe Layer; Rock Driller and Joint Man; Timber Man and Concrete Brusher; Bracer in Trench Behind Machine & Tight Sheeting; Concrete Formsetter and Shoveler; Jackhammer Operator

GROUP 9: Blaster

LABO0113-005 06/03/2024

SEWER, TUNNEL & UNDERGROUND

KENOSHA AND RACINE COUNTIES

	Rate	es Fri	inges
Laborers:			
Group	1\$ 26	.40	23.90
Group	2\$ 32	.87	23.90
Group	3\$ 37	.44	23.90
Group	4\$ 39	.37	23.90

TUNNEL WORK UNDER COMPRESSED AIR: 0-15 lbs add \$1.00, 15-30

lbs add \$2.00, over 30 lbs add \$3.00

LABORERS CLASSIFICATIONS

GROUP 1: Flagperson

GROUP 2: Top Man, General Laborer, Wellpoint Installation, Wire Mesh and Reinforcement, Concrete Worker, Form Stripper, Strike-off Work

GROUP 3: Machine and Equipment Operator, Sheeting, Form Setting, Patch Finisher, Bottom Man, Joint Sawer, Gunnite Man, Manhole Builder, Welder-Torchman, Blaster, Caulker, Bracer, Bull Float, Conduit Worker, Mucker and Car Pusher, Raker and Luteman, Hydraulic Jacking of Shields, Shield Drivers, Mining Machine, Lock Tenders, Mucking Machine Operator, Motor Men & Gauge Tenders and operation of incidental Mechanical Equipment and all Power Driven Tools

GROUP 4: Pipelayer, Miner and Laser Operator

LAB00113-008 06/03/2024

MILWAUKEE, OZAUKEE, WASHINGTON & WAUKESHA COUNTIES

	Rates	Fringes
Laborers: (Tunnel-Free Air)		
Group 1	\$ 25.47	23.90
Group 2	\$ 35.83	23.90
Group 3	\$ 35.89	23.90
Group 4	\$ 40.09	23.90
Group 5	\$ 40.23	23.90
Group 6	\$ 43.15	23.90
Group 7	\$ 43.85	23.90

LABORERS CLASSIFICATIONS [TUNNEL - FREE AIR]:

GROUP 1: Flagperson

GROUP 2: General Laborer on surface; Tower Man

GROUP 3: Saw Man; Top Man

GROUP 4: Form Stripper; Car Pusher

GROUP 5: Mucker; Dinkey; Welder (rate on surface)

GROUP 6: Concrete Manhole Builder; Mucking Machine; Miner; Mining Machine; Welder; Rock Driller; Concrete Buster; Jack Hammer Operator; Caisson Worker; Pipelayer and Joint Man; Bracerman

GROUP 7: Blaster

MILWAUKEE, OZAUKEE, WASHINGTON & WAUKESHA COUNTIES

Rates Fringes

Laborers: (Tunnel -

^{*} LAB00113-009 06/03/2024

*COMPRESSED AIR	0	-	15	lbs.)
Group 1				

Group	1	25.47	23.90
Group	2	35.83	23.90
Group	3	40.67	23.90
Group	4	41.54	23.90
Group	5	41.68	23.90
Group	6	44.62	23.90
Group	7	45.29	23.90

LABORERS CLASSIFICATIONS [TUNNEL - COMPRESSED AIR]:

GROUP 1: Flagperson

GROUP 2: General Laborer on surface

GROUP 3: Lock Tender on surface

GROUP 4: Form Stripper; Car Pusher

GROUP 5: Mucker; Dinkey

GROUP 6: Mucking Machine; Miner; Mining Machine; Welder & Rock Driller; Lock Tender in tunnel; Concrete Buster; Jack Hammer Operator; Caisson Worker; Pielayer and Joint Man; Bracerman; Nozzle Man on Gunite; Timber Man; Concrete Brusher

GROUP 7: Blaster

NOTE: Hazardous & Toxic Waste Removal: add \$0.15 per hour.

LAB00140-005 06/03/2024

ADAMS, ASHLAND, BARRON, BROWN, BUFFALO, CALUMET, CHIPPEWA, CLARK, COLUMBIA, CRAWFORD, DODGE, DOOR, DUNN, EAU CLAIRE, FLORENCE, FOND DU LAC, FOREST, GRANT, GREEN, GREEN LAKE, IOWA, JACKSON, JEFFERSON, JUNEAU, KEWAUNEE, LACROSSE, LAFAYETTE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, MONROE, OCONTO, ONEIDA, OUTAGAMIE, PEPIN, PIERCE, POLK, PORTAGE, PRICE, RICHLAND, ROCK, RUSK, ST CROIX, SAUK, SAWYER, SHAWANO, SHEBOYGAN, TAYLOR, TREMMPEALEAU, VERNON, VILAS, WALWWORTH, WASHBURN, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

1	Rates	Fringes
LABORER (SEWER & WATER)		
Group 1\$	35.63	19.45
Group 2\$	37.48	19.45
Group 3\$	37.68	19.45
Group 4\$	38.43	19.45

FOR ALL TUNNEL WORK UNDER COMPRESSED AIR: 0-15 lbs add \$1.00, 15-30 lbs add \$2.00, over 30 lbs add \$3.00

LABORER CLASSIFICATIONS:

GROUP 1: Flagperson

^{*}Compressed Air 15 - 30 lbs add \$2.00 to all classifications

^{*}Compressed Air over 30 lbs add \$3.00 to all classifications

GROUP 2: General Laborer, Wellpoint Installation; Form Stripper; Strike Off worker

GROUP 3: Sheeting Formsetting; Patch Finisher; Bottom Man; Joint Sawer; Gunnite Man; Manhole Builder; Welder; Torchman; Blaster; Caulker Bracer; Bull Float; Mucker and Car Pusher; Raker and Luteman; Hydraulic jacking of shields, Shield Drivers; Mining Machine; Lock Tenders; Mucking Machine Operators; Motor Men and Gauge Tenders; Power Tool Operators

GROUP 4: Pipelayer, Miner, and Laser Operator

LAB00464-002 06/03/2024

DANE AND DOUGLAS COUNTIES

	Rates	Fringes
LABORER		
Group 1	\$ 35.53	19.45
Group 2	\$ 37.73	19.45
Group 3	\$ 37.93	19.45
Group 4	\$ 38.68	19.45

FOR ALL TUNNEL WORK UNDER COMPRESSED AIR: 0 - 15 lbs add \$1.00, 15- 30 lbs add \$2.00, over 30 lbs add \$3.00

LABORERS CLASSIFICATIONS:

GROUP 1: Flagperson

GROUP 2: General Laborer; Wellpoint Installation; Concrete Worker; Form Stripper; Strike Off worker

GROUP 3: Sheeting Formsetting; Patch Finisher; Bottom Man; Joint Sawer; Gunnite Man; Manhole Builder; Welder; Torchman; Blaster; Caulker Bracer; Bull Float; Mucker and Car Pusher; Raker and Luteman; Hydraulic jacking of shields, Shield Dirvers; Mining Machine; Lock Tenders; Mucking Machine Operators; Motor Men and Gauge Tenders; Power Tool Operators

GROUP 4: Pipelayer, Miner, and Laser Operator

LAB01091-010 06/03/2024

BAYFIELD, BURNETT, IRON, SAWYER, AND WASHBURN COUNTIES

	Rates	Fringes
Laborers: (SEWER & WATER)		
Group 1	\$ 35.32	19.45
Group 2	\$ 37.38	19.45
Group 3	\$ 37.58	19.45
Group 4	\$ 38.33	19.45

FOR ALL TUNNEL WORK UNDER COMPRESSED AIR:

0 - 15 lbs add \$1.00, 15-30 lbs add \$2.00, over 30 lbs add \$3.00

LABORERS CLASSIFICATIONS:

GROUP 1: Flagperson

GROUP 2: Laborers, Wellpoint Installation; Form Stripper; Strike Off worker

GROUP 3: Sheeting Formsetting; Patch Finisher; Bottom Man; Joint Sawer; Gunnite Man; Manhole Builder; Welder; Torchman; Blaster; Caulker Bracer; Bull Float; Mucker and Car Pusher; Raker and Luteman; Hydraulic jacking of shields, Shield Dirvers; Mining Machine; Lock Tenders; Mucking Machine Operators; Motor Men and Gauge Tenders; Power Tool Operators

GROUP 4: Pipelayer, Miner, and Laser Operator

PLAS0599-002 06/01/2023

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
Area A	\$ 45.17	27.27
Area B	\$ 39.97	25.02
Area C	\$ 40.40	25.25
Area D	\$ 41.16	24.49
Area E	\$ 40.50	25.14
Area F	\$ 36.98	28.67

AREA DESCRIPTIONS

AREA A: ASHLAND, BURNETT, BAYFIELD, DOUGLAS, IRON, PRICE, SAWYER, AND WASHBURN COUNTIES

AREA B: ADAMS, BARRON, BROWN, CALUMET, CHIPPEWA, CLARK, COLUMBIA, DODGE, DOOR, DUNN, FLORENCE, FOND DU LAC, FOREST, GREEN LAKE, JEFFERSON, KEWAUNEE, LANGLADE, LINCOLN, MANITOWOC, MARATHON, MARINETTE, MARQUETTE, MENOMINEE, OCONTO, ONEIDA, OUTAGAMIE, POLK, PORTAGE, RUSK, ST. CROIX, SAUK, SHAWANO, SHEBOYGAN, TAYLOR, VILAS, WALWORTH, WAUPACA, WAUSHARA, WINNEBAGO, AND WOOD COUNTIES

AREA C: BUFFALO, CRAWFORD, EAU CLAIRE, JACKSON, JUNEAU, LA CROSSE, MONROE, PEPIN, PIERCE, RICHLAND, TREMPEALEAU, AND VERNON COUNTIES

AREA D: MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

AREA E: DANE, GRANT, GREEN, IOWA, LAFAYETTE, AND ROCK COUNTIES

AREA F: KENOSHA AND RACINE COUNTIES

TENNON 004 05 104 10004

TEAM0039-001 06/01/2024

	Rates	Fringes
TRUCK DRIVER 1 & 2 Axles	\$ 37.57	27.41
3 or more Axles; Euclids, Dumptor & Articulated, Truck Mechanic	\$ 37.72	27.41

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at

https://www.dol.gov/agencies/whd/government-contracts.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

State Adopted Rate Identifiers

Classifications listed under the ""SA"" identifier indicate that the prevailing wage rate set by a state (or local) government was adopted under 29 C.F.R \$\infty 1.3(g)-(h)\$. Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 01/03/2024 reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

- 1.) Has there been an initial decision in the matter? This can be:
- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for

the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations Wage and Hour Division U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board U.S. Department of Labor 200 Constitution Avenue, N.W. Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION"



November 25, 2024

Division of Transportation Systems Development

Bureau of Project Development 4822 Madison Yards Way, 4th Floor South Madison, WI 53705

Telephone: (608) 266-1631 Facsimile (FAX): (608) 266-8459

NOTICE TO ALL CONTRACTORS:

Proposal #11: 2120-18-70, WISC 2025100

Hales Corners - Milwaukee

USH 45 to 45th Street

STH 24

Milwaukee County

2160-07-73, WISC 2025101 C Greenfield, S 76th Street Bridge Over STH 24 B-40-0164

CTH U

Milwaukee County

Letting of December 10, 2024

This is Addendum No. 01, which provides for the following:

Plan Sheets:

Revised Plan Sheets 2160-07-73						
Plan Sheet	Plan Sheet Title (brief description of changes to sheet)					
15	Miscellaneous Quantities – updated pavement marking bid items					

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



December 3, 2024

Division of Transportation Systems Development

Bureau of Project Development 4822 Madison Yards Way, 4th Floor South

Madison, WI 53705

Telephone: (608) 266-1631

Facsimile (FAX): (608) 266-8459

2160-07-73, WISC 2025101 C Greenfield, S 76th Street Bridge Over STH 24 B-40-0164

CTH U

Milwaukee County

NOTICE TO ALL CONTRACTORS:

Proposal #11: 2120-18-70, WISC 2025100

Hales Corners - Milwaukee USH 45 to 45th Street

STH 24

Milwaukee County

Letting of December 10, 2024

This is Addendum No. 02, which provides for the following:

Special Provisions:

	Revised Special Provisions							
	Article No.	Description						
Ī	69	"Luminaire Arms Single Member 8-Ft." – under section "B Materials", replace "see plan set for detail drawing sheet 5 of 5" with "and drawing C-22-26".						

Schedule of Items:

Added Bid Item Quantities									
Bid Item	Item Description	Unit	Proposal Total Prior to Addendum	Quantity Added	Proposal Total After Addendum				
465.0110	Asphaltic Surface Patching	TON	0	100	100				

Plan Sheets:

Revised Plan Sheets 2120-18-70						
Plan Sheet	Plan Sheet Title (brief description of changes to sheet)					
235	Storm Sewer – updated construction detail for "Adjusting/Reconstructing Manholes – Monolithic Shim" to show a 6'x6' patch.					
585	Miscellaneous Quantities – Added "Asphaltic Surface Patching".					

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. 02 PROJECT ID 2120-18-70 December 3, 2024

Special Provisions

69. Luminaire Arms Single Member 8-Ft., Item SPV.0060.24.

Replace paragraph one under section titled **B Materials** with the following:

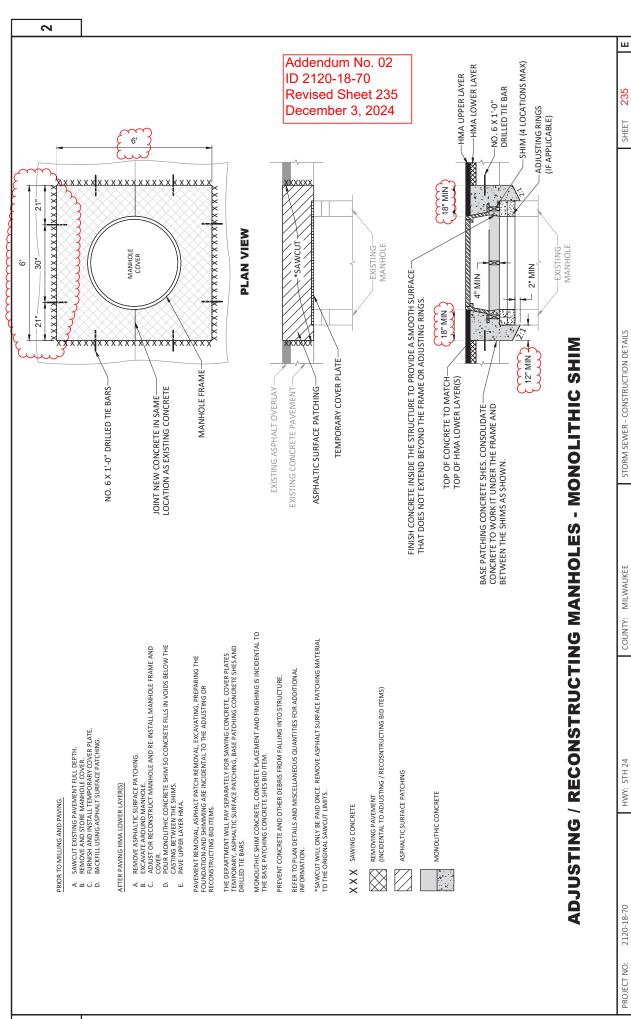
Fabricated for the City of Milwaukee per City Spec. and drawing C-22-26. Bracket Arm Base Coat – Hot Dip Galvanized to ASTM A123

Schedule of Items

Attached, dated December 3, 2024, are the revised Schedule of Items Page 23.

Plan Sheets

The following $8\frac{1}{2}$ x 11-inch sheets are attached and made part of the plans for this proposal: Revised: 235, 585.



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	*460.6425	HMA PAVEMENT 5 MT 58-28 H TON	1,540 3,075 2,657	245 1,652 2,115 1,824	ı	13,109	1,104 2,231	1,244	1,157 1,399	1,314	8,585	1	21,694
ASP HALTIC ITEMS	*460.6223	HMA PAVEMENT 3 MT 58-28 S TON	2,567 5,126 4,428	2,754 3,525 3,040	ı	21,440	1,840 3,718	2,073	1,928 2,331	691/2	14,079	ı	35,519
	*455.0605	TACK COAT GAL	2,235 4,406 3,800	175 2,406 3,053 2,642	ı	18,717	1,577	1,777	1,652 1,998	1,0/1	12,166	ı	30,883
		LOCATION	STH 24 STH 24 STH 24	CTH U/76TH ST STH 24 STH 24 STH 24	UNDISTRIBUTED	STAGE 1 SUBTOTAL	STH 24 STH 24	STH 24	STH 24 STH 24 STH 24	SIR 24 UNDISTRIBUTED	STAGE 2 SUBTOTAL	UNDISTRIBUTED	TOTAL
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		Y STAGE	П				2						
		CATEGORY	1000										





Page 23 of 23

12/03/2024 09:24:16

Proposal ID: 20241210011 **Project(s):** 2120-18-70, 2160-07-73

Federal ID(s): WISC 2025100, WISC 2025101

Proposal Schedule of Items

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0628	SPV.0090 Special 41. Strip Seal Gland Replacement	74.000 LF		
0630	SPV.0090 Special 90. Cable Type 1#6 AWG 5kV	6,850.000 LF	·	·
0632	SPV.0090 Special 91. Electrical Cable Type 3#6 AL Triplex	7,100.000 LF		·
0634	SPV.0090 Special 92. Electrical Cable Type 2#2/1#4 AL Triplex	2,975.000 LF		·
0636	SPV.0165 Special 40. Modular Block Wall Repair	257.000 SF		
0638	SPV.0165 Special 41. Fiber Wrap Reinforcing Non- Structural	707.000 SF		·
0640	SPV.0165 Special 42. Repainting Decorative Steel Railing	25.000 SF		·
0642	SPV.0180 Special 40. Methacrylate Flood Seal	313.000 SY	·	·
0644	SPV.0195 Special 01. Management of Solid Waste	10.700 TON		
0646	SPV.0195 Special 02. Joint and Crack Repair	63.000 TON		
0648	465.0110 Asphaltic Surface Patching	100.000 TON		

Section: 0001 Total:

Total Bid: _____.



December 5, 2024

Division of Transportation Systems Development

Bureau of Project Development 4822 Madison Yards Way, 4th Floor South Madison, WI 53705

Telephone: (608) 266-1631 Facsimile (FAX): (608) 266-8459

NOTICE TO ALL CONTRACTORS:

Proposal #11: 2120-18-70, WISC 2025100

Hales Corners - Milwaukee

USH 45 to 45th Street

STH 24

Milwaukee County

2160-07-73, WISC 2025101 C Greenfield, S 76th Street Bridge Over STH 24 B-40-0164

CTH U

Milwaukee County

Letting of December 10, 2024

This is Addendum No. 03, which provides for the following:

Special Provisions:

	Revised Special Provisions
Article No.	Description
33	Cleaning Parapets, Item 509.9050.S

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. 03 2120-18-70/2160-07-73 December 5, 2024

Special Provisions

33. Cleaning Parapets, Item 509.9050.S.

Replace entire article language with the following:

A Description

This special provision describes blast cleaning the inside faces and water cleaning the inside faces and top surface of the concrete parapet as the plans show and as the engineer directs.

B (Vacant)

C Construction

C.1 Blast Cleaning Operation

Blast clean the inside face of the concrete parapet according to SSPC SP-13 and ASTM D4259 for an abrasive blast cleaning to a surface roughness and finish as the engineer directs. Before abrasive blast cleaning operations are to begin for the entire bridge parapet, prepare a representative trial area on the parapet concrete surface, and have the method of blast cleaning approved by the engineer.

C.2 Water Cleaning Operation

After abrasive blast cleaning operations are completed, clean the inside faces and top parapet surface with water according to ASTM D4258. Remove with this water cleaning all dust and loose material from the parapet inside face and top that is to be coated with pigmented surface sealer. Provide an adequate drying time of the parapet inside face and top surface of at least 24 hours before coating with the pigmented surface sealer. Remove all loose concrete, dirt, dust, or blast material that remains on the bridge deck, as the engineer directs.

D Measurement

The department will measure Cleaning Parapets in length by the linear foot of parapet, acceptably cleaned.

E Payment

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

ITEM NUMBERDESCRIPTIONUNIT509.9050.SCleaning ParapetsLF

Payment is full compensation for abrasive blast cleaning; for water cleaning; and for all additional clean up of the concrete surface and surrounding bridge deck area. Payment is also full compensation for removal and reinstallation of the fencing should the contractor elect.

stp-509-050 (20151210)



December 6, 2024

Division of Transportation Systems Development

Bureau of Project Development 4822 Madison Yards Way, 4th Floor South Madison, WI 53705

Telephone: (608) 266-1631 Facsimile (FAX): (608) 266-8459

NOTICE TO ALL CONTRACTORS:

Proposal #11: 2120-18-70, WISC 2025100

Hales Corners - Milwaukee

USH 45 to 45th Street

STH 24

Milwaukee County

2160-07-73, WISC 2025101 C Greenfield, S 76th Street Bridge Over STH 24 B-40-0164

CTH U

Milwaukee County

Letting of December 10, 2024

This is Addendum No. 04, which provides for the following:

Special Provisions:

	Added Special Provisions										
Article No.	Description										
112	Double Sided Thrie Beam Transition										
113	Sawing Curb Head										

Schedule of Items:

	Revised Bid Item Quantities 2120-18-70												
Bid Item	Item Description	Unit	Proposal Total Prior to Addendum	Quantity Added	Proposal Total After Addendum								
614.2300	MGS Guardrail 3	LF	1,875	613	2,488								

Added Bid Item Quantities 2120-18-70												
Bid Item	Item Description	Unit	Proposal Total Prior to Addendum	Quantity Added	Proposal Total After Addendum							
SPV.0090.03	Double Sided Thrie Beam Transition	LF	0	123	123							
SPV.0090.04	Sawing Curb Head	LF	0	690	690							

Plan Sheets:

	Revised Plan Sheets 2120-18-70
Plan Sheet	Plan Sheet Title (brief description of changes to sheet)
400 474	Plan Details – updated beam guard to include thrie beam transitions connecting to the crash
169-174	cushions.
584	Miscellaneous Quantities – Revised "Beam Guard" table.

	Added Plan Sheets 2120-18-70
Plan Sheet	Plan Sheet Title (brief description of changes to sheet)
21A-21D	Construction details for the double sided thrie beam transition.

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. 04

2120-18-70/2160-07-73

December 6, 2024

Special Provisions

112. Double Sided Thrie Beam Transition, Item SPV.0090.03.

A Description

This special provision describes constructing Double Sided Thrie Beam Transition. Perform this work according to the pertinent requirements of standard spec 614 and conform to the construction detail shown in the plans.

B Materials

Furnish materials according to the pertinent requirements of standard spec 614.

C Construction

Construction shall be according to standard spec 614 and as shown in the Construction Details.

D Measurement

The department will measure Double Sided Thrie Beam Transition by the linear foot acceptably completed, measured along the face of the rail element.

E Payment

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

ITEM NUMBER DESCRIPTION

SPV.0090.03 Double Sided Thrie Beam Transition

UNIT LF

Payment is full compensation for providing transitions; to verify embedment depth; for offset block-mounted reflectors; for repairing damaged galvanization; and for excavating and backfilling.

113. Sawing Curb Head, Item SPV.0090.04.

A Description

This special provision describes sawing curb head to a 1.5-inch curb head height and as hereinafter provided.

B (Vacant)

C Construction

Saw curb head according to the applicable portions of standard spec 690. Remove leftover concrete curb head material debris according to the applicable portions of standard spec 204.

D Measurement

The department will measure Sawing Curb Head by the linear foot acceptably completed.

E Payment

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

ITEM NUMBER DESCRIPTION UNIT

SPV.0090.04 Sawing Curb Head LF

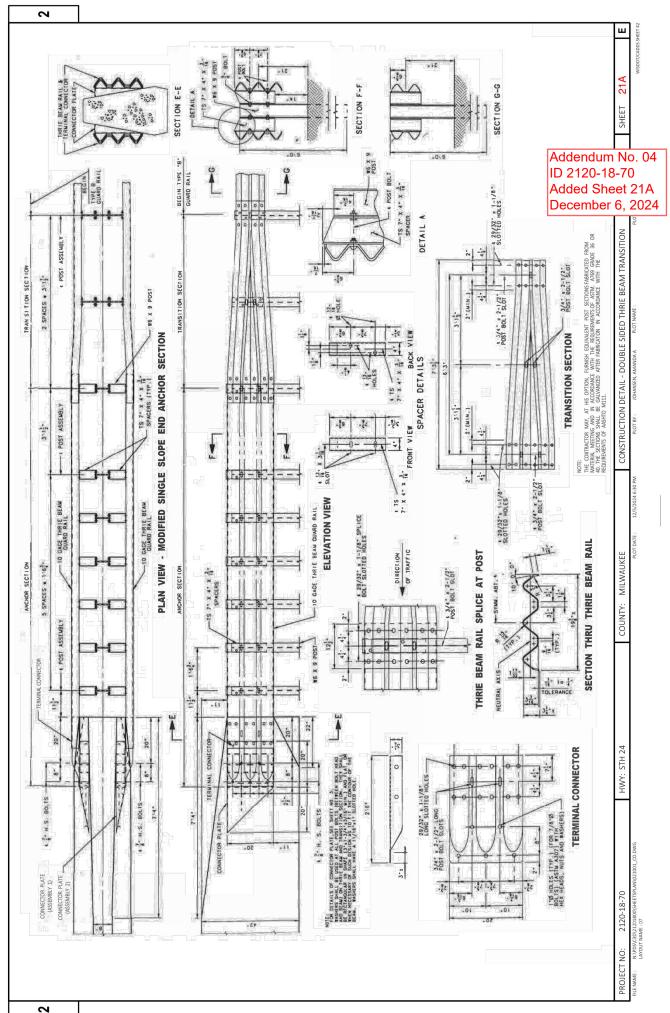
Payment is full compensation for providing all sawing and sludge removal; and for disposal of leftover concrete curb head material debris.

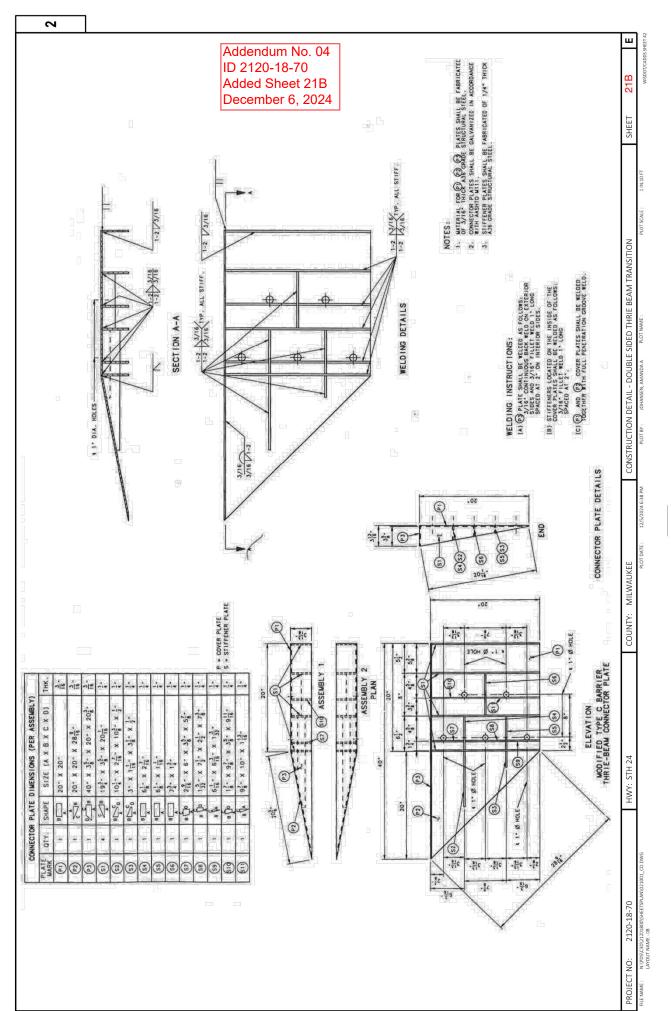
Schedule of Items

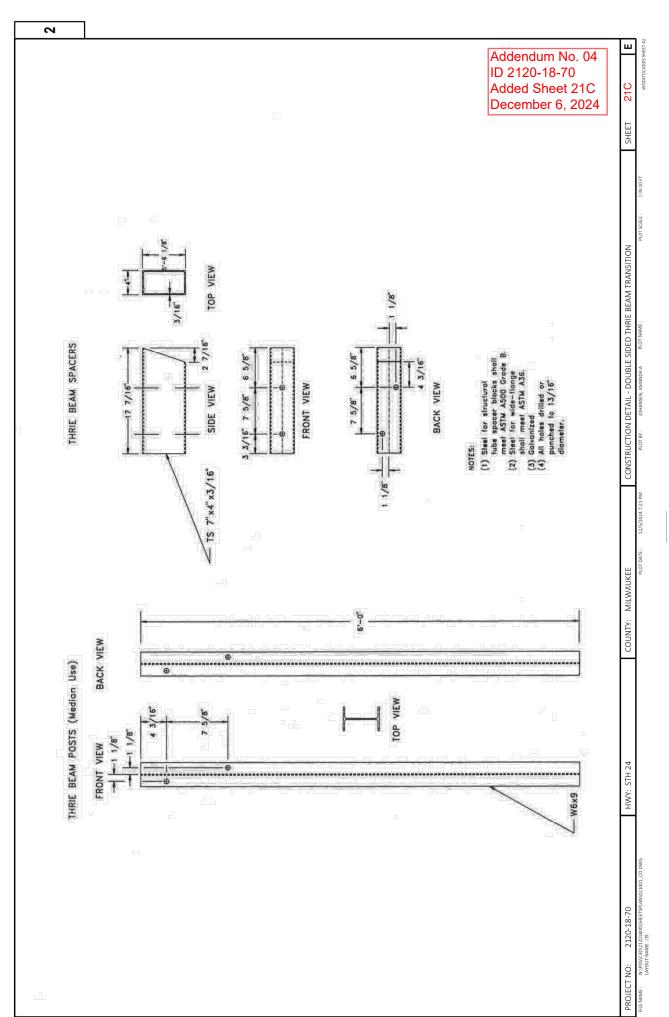
Attached, dated December 6, 2024, are the revised Schedule of Items Pages 7 and 23.

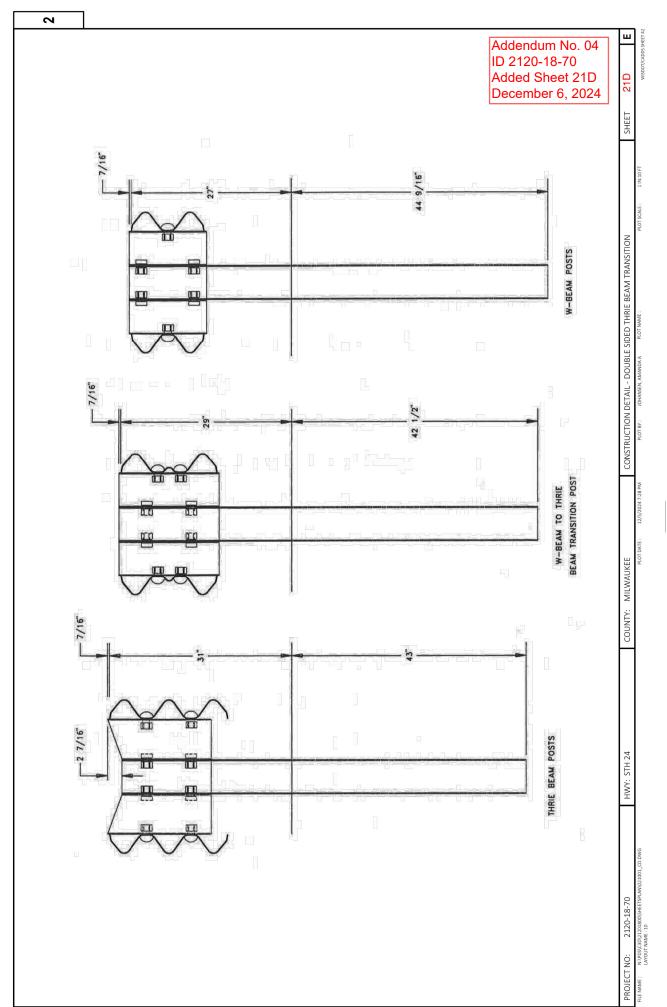
The following $8\frac{1}{2}$ x 11-inch sheets are attached and made part of the plans for this proposal: Revised: 169-174, 584.

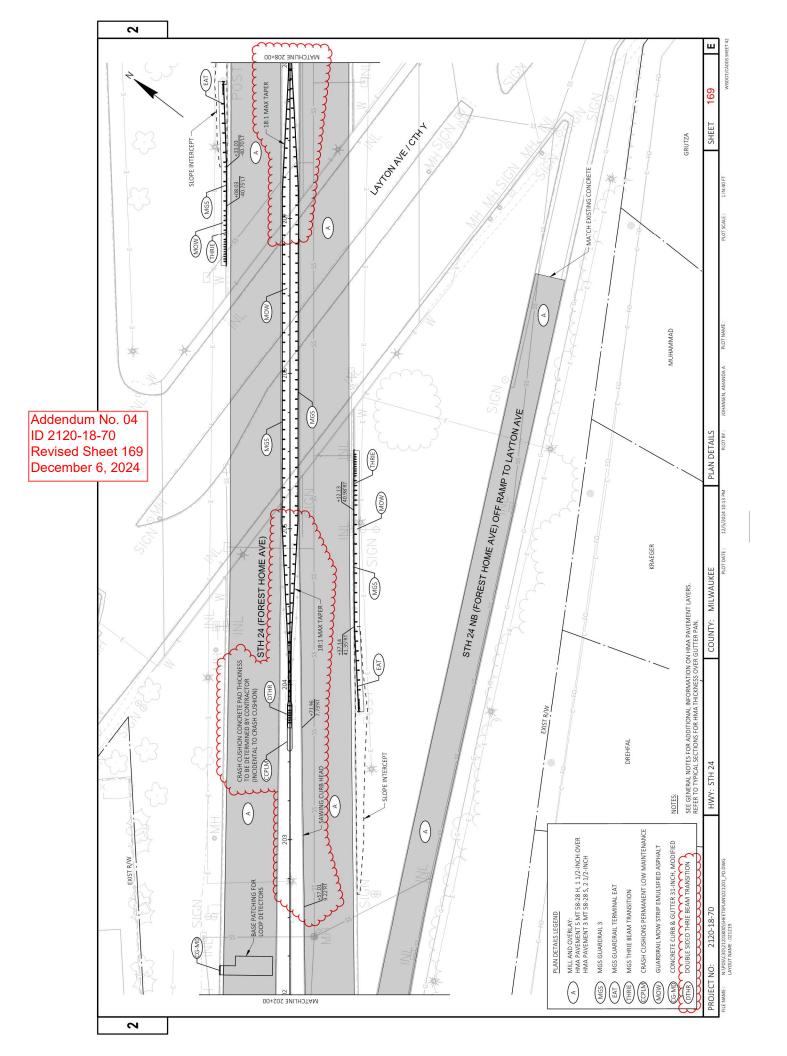
Added: 21A-21D.

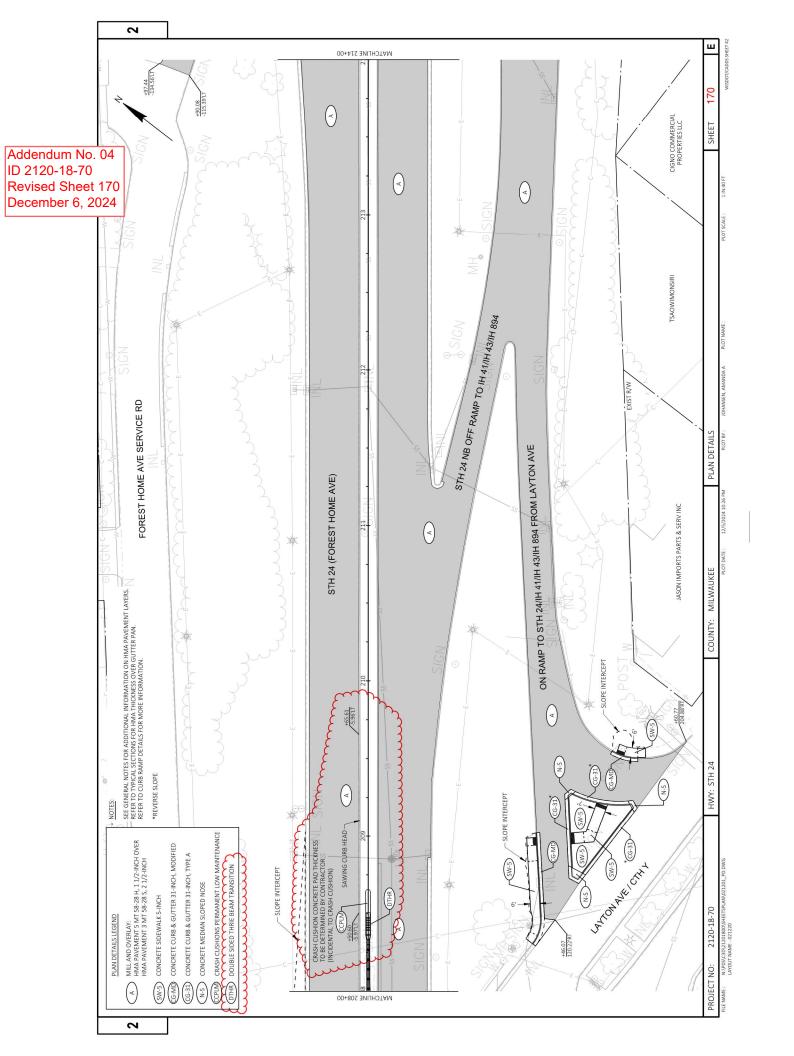


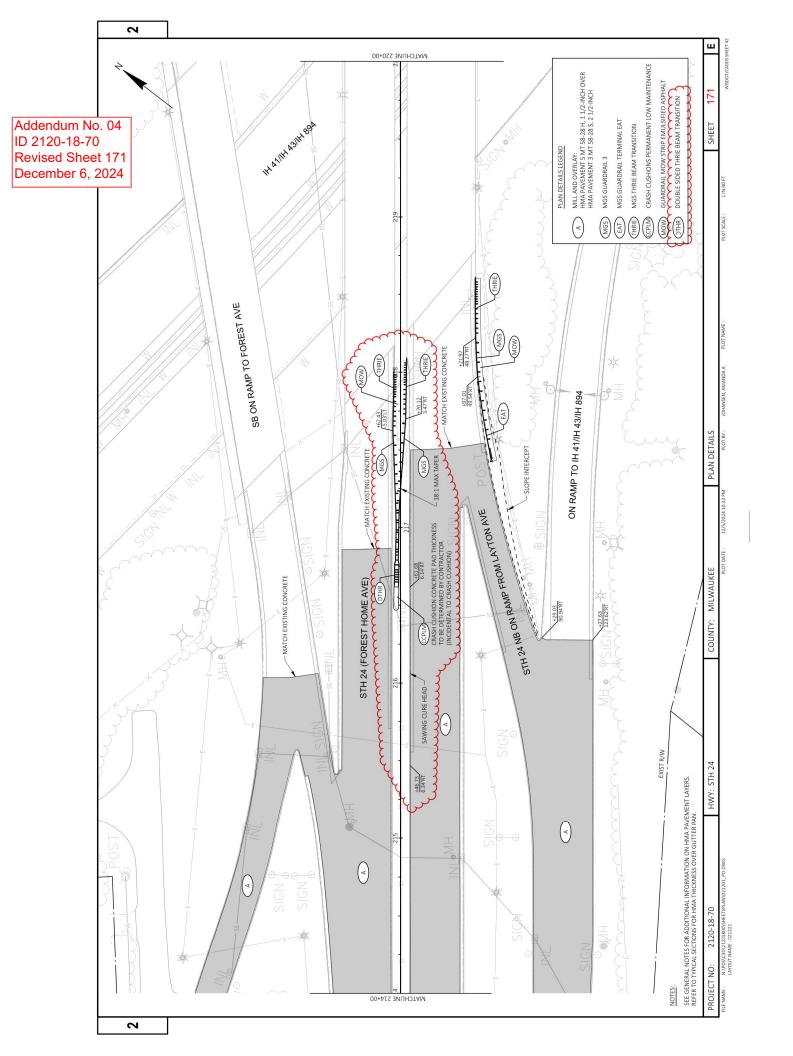


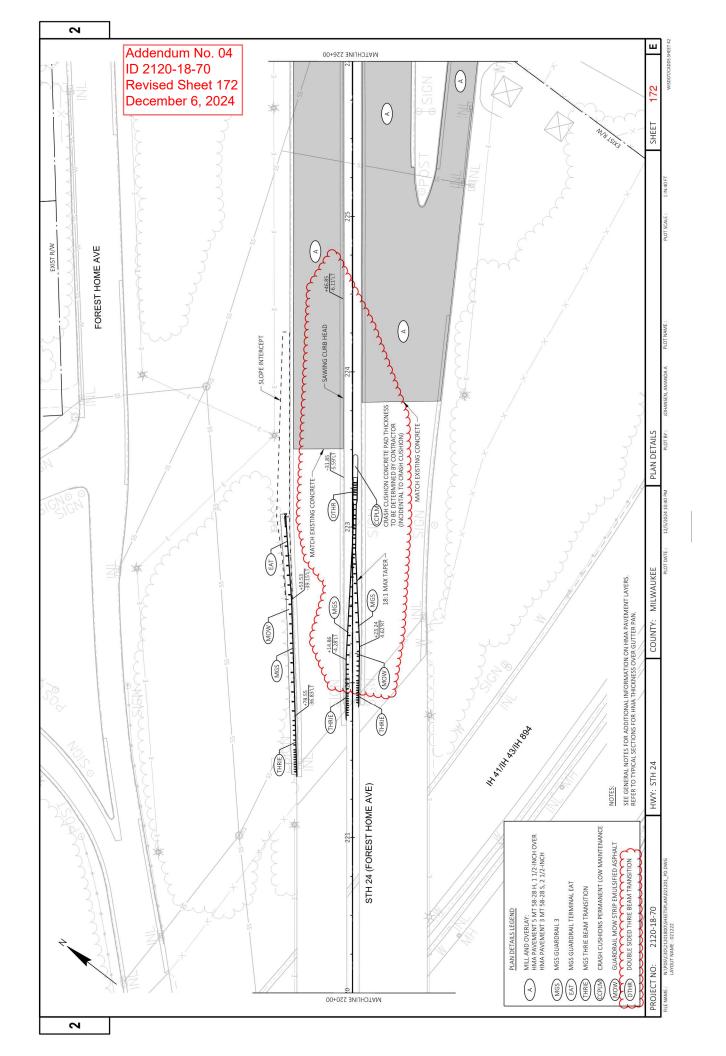


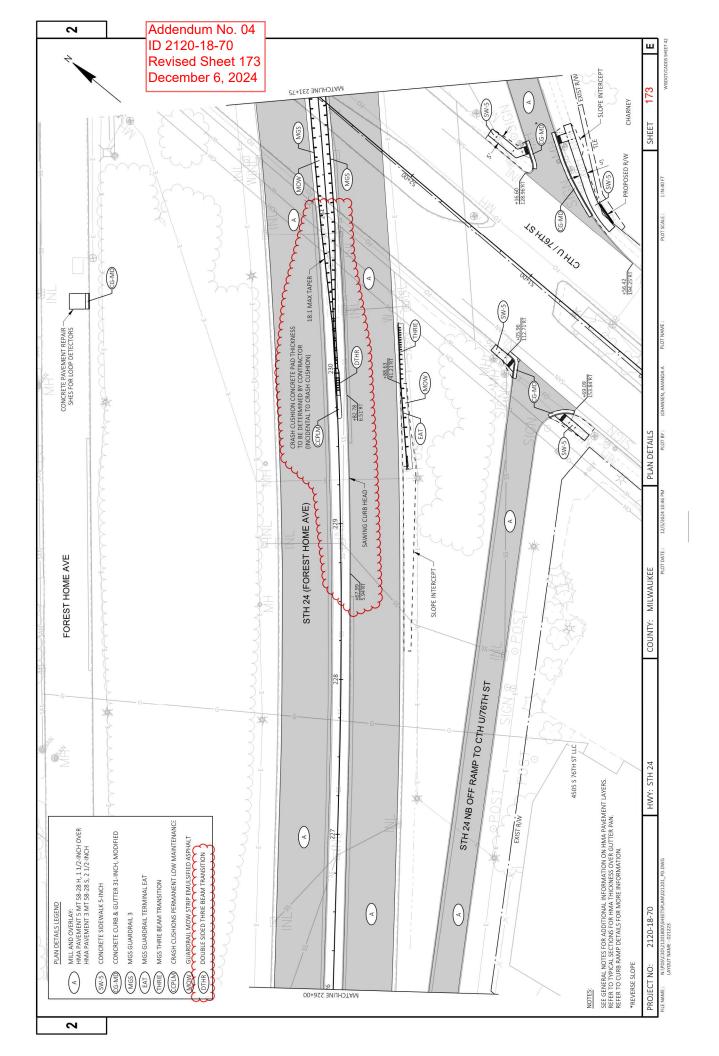


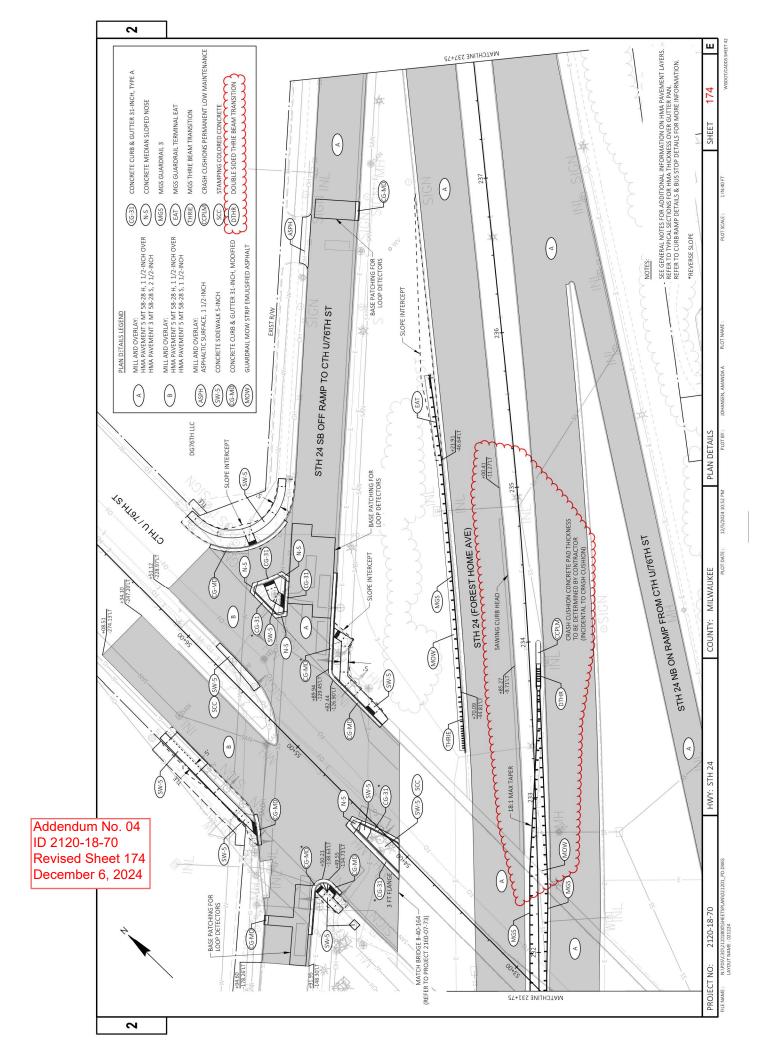






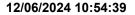






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			SPV.0060.03 SPECIAL (UTILITY LINE OPENING	(ULO)) EACH	S	5 20	C N	w w	ומוי	T 22	2	000	}				CRASH CUSHION SHIELDS	TWO GUARDRAIL ENDS CONNECTING IN MEDIAN	TWO GUARDRAIL ENDS	TWO GUARDRAIL ENDS	CONNECTING IN MEDIAN	TWO GUARDRAIL ENDS CONNECTING IN MEDIAN	TWO GUARDRAIL ENDS	TWO GUARDRAIL ENDS	CONNECTING IN MEDIAN			SPV:0195.02	(IOINT AND	CRACK REPAIR) TON	63	63	584
		UTILITY LINE OPENING (ULO)		OCATION	STH 24 & GRANGE AVE	84TH ST	D SPRING RD	68TH ST	60TH ST	ORGAN AVE T ST/50TH PL	STH 24 & CRANDON PL	Į.	ť			STOVET	7		LANDR	+	LAND R	LANDR	L AND R	L AND R				SPV.(SPECIAL	CRACK			SHEET:
		UTILITY LINE C		LOCA	STH 24 & G	STH 24 & 84TH ST	STH 24 & COLD SPRING RD	STH 24 & 68TH ST STH 24 & HOWARD AVE	STH 24 & 60TH ST	STH 24 & MORGAN AVE STH 24 & 51ST ST/50TH PL	STH 24 & CI	TOTA	2			TBAECIC	_	BIDIRECTIONAL	BIDIRECTIONAL	+	BIDIRECTIONAL	BIDIRECTIONAL	BIDIRECTIONAL	BIDIRECTIONAL			AIR			LOCATION	STH 24	TOTAL	
			-	ORY	0											CRASH	LEVEL	TL-2	TL-2	i	TL-2	TL-2	TL-2	TL-2			JOINT & CRACK REPAIR			NO	74		
Addendum ID 2120-18	-70			CATEGORY	1000											OBJECT	PATTERN	OM-3C (W5-58M)	OM-3C	(WS-Solvi) OM-3C	(W5-58M)	OM-3C (W5-58M)	OM-3C (WS-58M)	OM-3C	(NOC-CAA)		JOINT			STATION	366+74		
Revised Sh December				NT 1)	2) T3)	ENT 4)	NT 6)		N 1)	2) T3)	ENT 4)	NT 5)	·			BACK	H	4	4	1	4	4	4	4						ON TO	34 -		
December			REMARKS	UECT START TO GRANGE AVE (SEGMI	GRANGE AVE TO 84TH ST (SEGEMENT 2) 84TH ST TO COLD SPRING RD (SEGMENT 3)	COLD SPRING RD TO HOWARD AVE (SEGMENT 4)	MORGAN AVE TO PROJECT END (SEGMENT 6)		PROJECT START TO GRANGE AVE (SEGMENT 1)	GRANGE AVE TO 84TH ST (SEGEMENT 2) 84TH ST TO COLD SPRING RD (SEGMENT 3)	SPRING RD TO HOWARD AVE (SEGN	HOWARD AVE TO MORGAN AVE (SEGMENT 5) MORGAN AVE TO PROJECT FND (SEGMENT 6)			CRASH CUSHION INFORMATION TABLE	614.0805	LOW-MAINTENANCE	1	1	,	1	1	1	1	9					CATEGORY STATION	1000 95+34		MISCELLANEOUS QUANTITIES
		416.1725	CONCRETE PAVEMENT REPLACEMENT SHES SY		- 62			62			GIOO			62	CRASH CUSHIC		LOCATION	203+85, 0'	208+00, 0'	8	217+20, 0'	222+60, 0'	230+50, 0'	233+00, 0'	TOTAL								CELLANEOUS
		41														SPV.0090.04		SAWING CURB HEAD	5	1	230	115	1 1	115	230	069							MISC
		416.1715	CONCRETE PAVEMENT REPAIR SHES SY	1	1 89		22	146	1	16	:	11 22	49	195		SPV.0090.03 SPV		THRIE BEAM SAW TRANSITION	4	1	41	20.5	1 1	20.5	41	123							
		602.0810	CONCRETE DRIVEWAY 6-INCH SY	1	1 1	1 0	31	34	1	1 1	1	: :	1	34	(JÆE
	T ITEMS	390.0405	BASE PATCHING CONCRETE SHES CY	79	386	109	22.7	1,267	59	193 79	98	158	758	2,025		0 614.2610		MGS	EACH	2	+ 1	1	1 1	=	1 =	00							NTY: MILWAUKEE
	CONCRETE PAVEMENT ITEM	390.0305	BASE PATCHING E CONCRETE HES C	329	594	329	255	2,137	233	397 250	220	212	1,477	3,613		614.2500	MGS THRI	TRAN	비	1 00	4.7.	39.4	39.4	78.8	39.4	394							COUNTY:
	00	390.0100	REMOVING PAVEMENT FOR BASE PATCHING C CY	407	814	437	483	3,403	292	329	306	370	2,235	5,638		614.2300		MGS GUARDRAIL 3	T.	175	875	25 162.5	25	187.5	737.5	2,488							
		390	REMC PAVEMI BASE PA	4	80 17	4 0	4	3,6	22	in m	m	in m	2,2	5,6	BEAM GUARD	614.0805	PERMANENT	LOW MAINTENANCE	EACH	1	2	1	1 1	- :	2	9							
			LOCATION	STH 24				STAGE 1 SUBTOTAL	STH 24				STAGE 2 SUBTOTAL	TOTAL	m)	614.0397 6			SV	111	8 1	46	46 65	- 36	34	464							HWY: STH 24
			STATION	130+65	199+53 248+50	285+42	366+68		130+65	199+53 248+50	285+42	327+54 366+68							LOCATION	FRONTAGE RD	STH 24 MEDIAN	STH 24 SB STH 24 MEDIAN	STH 24 NB STH 24 SB	STH 24 MEDIAN STH 24 NB	STH 24 MEDIAN STH 24 SB	TOTAL							
			01								,								STATION		207+93			222+52 230+28									
			STATION	95+34	130+65	248+50	327+54		95+35	130+65	248+50	327+54							2)-18-70
			STAGE	П					2										STATION	182+52	204+05	206+69	217+43	221+75	233+30								NO: 2120
			CATEGORY	1000															CATEGORY	1000													PROJECT NO: 2120-18-70







Proposal Schedule of Items

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Proposal ID: 20241210011 **Project(s):** 2120-18-70, 2160-07-73

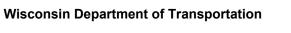
Federal ID(s): WISC 2025100, WISC 2025101

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0172	611.0606 Inlet Covers Type B	3.000 EACH		
0174	611.0651 Inlet Covers Type S	6.000 EACH	<u> </u>	
0176	611.2005 Manholes 5-FT Diameter	2.000 EACH	<u> </u>	<u> </u>
0178	611.2009 Manholes 9-FT Diameter	1.000 EACH	<u>-</u>	
0180	611.3003 Inlets 3-FT Diameter	23.000 EACH		
0182	611.3004 Inlets 4-FT Diameter	1.000 EACH		<u> </u>
0184	611.8110 Adjusting Manhole Covers	32.000 EACH		
0186	611.8115 Adjusting Inlet Covers	105.000 EACH		·
0188	611.8120.S Cover Plates Temporary	37.000 EACH		
0190	611.9710 Salvaged Inlet Covers	22.000 EACH		
0192	614.0397 Guardrail Mow Strip Emulsified Asphalt	464.000 SY		
0194	614.0805 Crash Cushions Permanent Low Maintenance	6.000 EACH	·	·
0196	614.2300 MGS Guardrail 3	2,488.000 LF		<u> </u>
0198	614.2500 MGS Thrie Beam Transition	394.000 LF		<u> </u>
0200	614.2610 MGS Guardrail Terminal EAT	8.000 EACH		







Proposal Schedule of Items

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Proposal ID: 20241210011 **Project(s):** 2120-18-70, 2160-07-73

Federal ID(s): WISC 2025100, WISC 2025101

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0628	SPV.0090 Special 41. Strip Seal Gland Replacement	74.000 LF		·
0630	SPV.0090 Special 90. Cable Type 1#6 AWG 5kV	6,850.000 LF	<u> </u>	<u> </u>
0632	SPV.0090 Special 91. Electrical Cable Type 3#6 AL Triplex	7,100.000 LF		·
0634	SPV.0090 Special 92. Electrical Cable Type 2#2/1#4 AL Triplex	2,975.000 LF		<u> </u>
0636	SPV.0165 Special 40. Modular Block Wall Repair	257.000 SF	·	
0638	SPV.0165 Special 41. Fiber Wrap Reinforcing Non- Structural	707.000 SF		<u> </u>
0640	SPV.0165 Special 42. Repainting Decorative Steel Railing	25.000 SF		·
0642	SPV.0180 Special 40. Methacrylate Flood Seal	313.000 SY		
0644	SPV.0195 Special 01. Management of Solid Waste	10.700 TON		
0646	SPV.0195 Special 02. Joint and Crack Repair	63.000 TON		
0648	465.0110 Asphaltic Surface Patching	100.000 TON		
0650	SPV.0090 Special 03. Double Sided Thrie Beam Transition	123.000 LF		.
0652	SPV.0090 Special 04. Sawing Curb Head	690.000 LF		

Section: 0001 Total:

Total Bi	d:	