

HIGHWAY WORK PROPOSAL

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

Proposal Number: **013**

<u>STATE ID</u>	<u>FEDERAL ID</u>	<u>PROJECT DESCRIPTION</u>	<u>HIGHWAY</u>	<u>COUNTY</u>
2615-15-73	WISC 2025469	C Milwaukee - 16th Street, Over Menomonee River B40-550-14	LOC STR	Milwaukee

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: May 13, 2025 Time (Local Time): 11:00 am	Firm Name, Address, City, State, Zip Code
Contract Completion Time October 31, 2026	SAMPLE NOT FOR BIDDING PURPOSES
Assigned Disadvantaged Business Enterprise Goal 3%	This contract is exempt from federal oversight.

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

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

Subscribed and sworn to before me this date _____

(Signature, Notary Public, State of Wisconsin)

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

(Date Commission Expires)

Notary Seal

(Bidder Signature)

(Print or Type Bidder Name)

(Bidder Title)

Type of Work: Removals, Structure Rehabilitation, Erosion Control, Traffic Control, Pavement Marking, Restoration.	For Department Use Only
Notice of Award Dated	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://wisconsin.gov/Pages/doing-bus/contractors/hcci/bid-let.aspx>

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

- (4) Interested parties can subscribe to the Bid Express™ on-line bidding exchange by following the instructions provided at the www.bidx.com 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://wisconsin.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™ web site.
 2. Use Expedite™ software to enter a unit price for every item in the schedule of items.
 3. Submit the bid according to the requirements of Expedite™ software and the Bid Express™ web site. Do not submit a bid on a printout with accompanying diskette or CD ROM or a paper bid. If the bidder does submit a bid on a printout with accompanying diskette or a paper bid in addition to the internet submittal, the department will disregard the internet bid.
 4. Submit the bid before the hour and date the Notice to Contractors designates.
 5. Do not sign, notarize, and return the bidding proposal described in 102.2 of the standard specifications.
- (3) The department will not consider the bid accepted until the hour and date the Notice to Contractors designates.

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

- (1) Download the latest schedule of items from the Wisconsin pages of the Bid Express web site reflecting the latest addenda posted on the department's web site at:
<https://wisconsin.gov/Pages/doing-bus/contractors/hcci/bid-let.aspx>
 Use Expedite™ software to prepare and print the schedule of items. Provide a valid amount for all price fields. Follow instructions and review the help screens provided on the Bid Express™ web site to assure that the schedule of items is prepared properly.

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

Bidder Name

BN00

Proposals: 1, 12, 14, & 22

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

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

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.

PROPOSAL BID BOND

DT1303 1/2006

Wisconsin Department of Transportation

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

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

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

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

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

PRINCIPAL

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

(Signature and Title)

(Company Name)

(Signature and Title)

(Company Name)

(Signature and Title)

(Company Name)

(Signature and Title)

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

(Signature of Attorney-in-Fact)

NOTARY FOR PRINCIPAL

(Date)

State of Wisconsin)
) ss.
_____ County)

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

(Signature, Notary Public, State of Wisconsin)

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

(Date Commission Expires)

Notary Seal

NOTARY FOR SURETY

(Date)

State of Wisconsin)
) ss.
_____ County)

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

(Signature, Notary Public, State of Wisconsin)

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

(Date Commission Expires)

Notary Seal

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

CERTIFICATE OF ANNUAL BID BOND

DT1305 8/2003

Wisconsin Department of Transportation

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

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

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

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

(Signature of Authorized Contractor Representative)

(Date)

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

Instructions for Certification

1. By signing and submitting this proposal, the prospective contractor is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective contractor shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective contractor to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department determined to enter into this transaction. If it is later determined that the contractor knowingly rendered an erroneous certification in addition to other remedies available to the Federal Government the department may terminate this transaction for cause or default.
4. The prospective contractor shall provide immediate written notice to the department to whom this proposal is submitted if at any time the prospective contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective contractor agrees by submitting this proposal that, should this contract be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department entering into this transaction.
7. The prospective contractor further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," which is included as an addendum to PR- 1273 - "Required Contract Provisions Federal Aid Construction Contracts," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. The contractor may rely upon a certification of a prospective subcontractor/materials supplier that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A contractor may decide the method and frequency by which it determines the eligibility of its principals. Each contractor may, but is not required to, check the Disapproval List (telephone # 608/266/1631).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a contractor in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department may terminate this transaction for cause or default.

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

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

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STSP'S Revised January 8, 2025

SPECIAL PROVISIONS

1. General.

Perform the work under this construction contract for Project ID 2615-15-73, C Milwaukee – 16th Street, Over Menomonee River B-40-550-14, Local Street, 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 (20250108)

2. Scope of Work.

The work under this contract shall consist of rehabilitating structure B-40-550-Unit 14 to permanently lock the two leaves of the bascule span in place to create a fixed span, removal of all machinery and electrical equipment, repairing structural steel, painting structural steel, removal and replacement of concrete decks, sidewalks and parapets with lightweight concrete on the approach spans and anchor spans, removal of metal deck grating and fiberglass sidewalks on the movable span and replacement with a lightweight concrete deck and sidewalks, removal of steel parapet on the bascule span and replacement with a lightweight concrete parapet, removal of chain link fencing and replacement with new chain link fencing, repairs to concrete substructure units, removal of timber fender systems and timber dolphins in the Menomonee River, removal of the bridge operator's house and removal of one complete machinery gearing set and reinstalling them under the bridge as an interpretive display, traffic control for detour routing of vehicular, bicycle and pedestrian traffic, furnishing and installed informational display exhibits, and all incidental items necessary to complete the work as shown on the plans and included in the proposal and contract.

104-005 (20090901)

3. Prosecution and Progress.

Begin work within 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 ten calendar days before the approved start date.

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

Do not begin construction activities prior to July 06, 2025.

During construction of the bridge, close the northerly portion of the 16th Street Viaduct to traffic as shown on the traffic control plans for the entire construction period. Detour vehicular and pedestrian traffic as shown on the plans.

As part of the project mobilization the contractor shall provide safe and reasonable access to all structure components of the bridge within the project limits for inspection by the department, City of Milwaukee, and/or their designees for the duration of the project.

All onsite security, storage, and safety fencing shall be provided and maintained by the contractor as part of mobilization of the project.

City of Milwaukee – Removal of Trees and Shrubs

The City of Milwaukee will have the large trees and brush removed from the project area prior to construction.

City of Milwaukee – Chain Link Fence for Temporary Limited Easement (TLE) Parcel 1

The City of Milwaukee has acquired a Temporary Limited Easement (TLE) – Parcel 1 - from the property owner in the northwest quadrant of the Project. The purpose of this TLE is to allow the contractor to access the north end of the bridge from W. Mount Vernon Avenue, through the easement on the private property. A chain link fence exists on Parcel 1 adjacent to the right-of-way for the bridge. In order for the contractor to use this TLE, work needs to be done to the chain link fence. The contractor shall remove an approximately 20-foot-long section of the existing fence along the south side of W. Mount Vernon Avenue at the north end of the TLE. The location of this removal shall be coordinated with the engineer prior to the start of construction. The contractor shall install a gate at the removed fence and use that gate for accessing the Project site on the easement. The contractor shall be responsible for maintenance of this gate, including locking it for security purposes. The contractor shall also remove a segment of the existing fence adjacent to the west side of the bridge right-of-way. The location of this segment of fence to be removed shall be coordinated with the engineer prior to the start of construction. The existing fence shall be removed to allow access to the west side of the bridge. Upon completion of construction, the fence that was removed shall be replaced. The gate that was installed shall be removed and replaced with new fence. Removal of the gate shall be considered included as part of the fence removal item. Ground in the areas of the fencing work shall be restored to its original pre-construction condition. The cost for such ground restoration work shall be considered incidental to the fencing bid items.

Cutting fence posts flush with existing ground is an acceptable method to remove the posts and fence.

City of Milwaukee Bureau of Electrical Services

A temporary limited easement (TLE) is provided in the City of Milwaukee Bureau of Electrical Services property located in the southeast quadrant of the project. The material storage bins on that property need to be accessible at all times for use by the City during the construction project.

United States Coast Guard (USCG)

Notify the following personnel within the specified time period prior to commencing any construction operations:

1. Obtain permission from the engineer a minimum of 48 hours prior to any construction schedule change.
2. The Coast Guard has determined that the project will not require a Coast Guard permit; however, it does require a letter of authorization to proceed. Once the contract is awarded, the contractor is required to coordinate efforts with:

Mr. Lee D. Soule
Bridge Management Specialist
C/O Commander (DPB)
9th Coast Guard District
1240 East Ninth Street
Cleveland, OH 44199-2001
Direct: (216) 902-6085
VOIP: (571) 607-4154

Correspond at least 30 days in advance of any construction over the waterway. Allow an additional five days for mail processing once the package has been received by the U.S. Coast Guard facility. Coordination may alternatively be done via email. Primary USCG contacts are:

<u>Name:</u>	<u>Phone:</u>	<u>Email:</u>
Lee Soule	(216) 902-6085	lee.d.soule@uscg.mil
Scot Striffler	(216) 902-6087	scot.m.striffler@uscg.mil
Blair Stanifer	(216) 902-6086	William.B.Stanifer@uscg.mil

Provide the Coast Guard with a schedule and timeframe for the work and describe any temporary construction aids and work within the limits of the Menomonee River to receive the U.S. Coast Guard authorization. The Coast Guard notification requirement is based on anticipated beginning of construction on the bridge and any work that affects navigation within the Menomonee River throughout the duration of the project. The contractor must coordinate in-water work with the USCG no less than 30 days prior to construction. Contractor shall provide a list of equipment to be used to the USCG via an email application which can be discussed with USCG.

During the project (due to unforeseen project requirements) if the contractor needs to alter the original plan as it affects the navigation of the waterway, the contractor shall provide a minimum of two weeks advance notice to the Coast Guard prior to altering the original plan. Copy the engineer on all correspondence with the Coast Guard.

The contractor shall maintain a minimum vertical clearance of 15'-0" above the City of Milwaukee Low Water Datum under the bascule span at all times and shall maintain a minimum 25'-0" horizontal clearance on the river at all times for recreational boaters, or those using the Menomonee River Milwaukee Urban Water Trail. Barges, if needed for construction, shall be positioned to provide those minimum clearances unless the minimum two weeks prior notice is given to the Coast Guard.

Any scaffolding or containment shall be installed to maintain the minimum clearances noted above at all times. The contractor shall provide temporary lighting (steady burning amber lights on the bottom and four corners during non-working hours) to denote the low clearance of the scaffolding or containment on the bascule span.

The contractor shall post and maintain construction advisory signage on the Menomonee River as required by the USCG, Wisconsin Department of Natural Resources (WDNR or DNR), or other permitting/regulatory agencies. The contractor shall place navigational aids such as waterway markers throughout the construction zone to promote safe passage. Prior to the placement of waterway markers, a *Waterway Marker Application and Permit* will need to be obtained from the WDNR. The general steps for submission of a *Waterway Marker Application and Permit* are as follows:

1. Please fill out the Waterway Marker Application and Permit form:

<http://dnr.wi.gov/files/PDF/forms/8700/8700-058.pdf> Please identify The Wisconsin

Department of Transportation as the applicant. Any questions should be directed to the WDNR Liaison (Mr. Ryan Pappas; Ryan.Pappas@wisconsin.gov).

2. Include an aerial map-diagram or engineered-diagram of the work location and the placement of the waterway markers (buoys). If proposed GPS coordinates for each buoy are not provided, then markers placed on the diagram must show distance (in feet) from each marker location and from one permanent fixture as a benchmark.

3. Forward the signed application/permit to the WDNR Liaison and the local Recreational Safety Warden.

4. If controlling/restrictive navigational markers are required, also provide the completed application/permit to the local municipality having jurisdictional authority over the area in which the waterway markers will be placed. Consult with the local municipality regarding their ordinance adoption process.

Barge Spudding BMP: If contractor proposes to use barges supported by spud poles driven into the riverbed for construction, the contractor shall avoid spudding of barges in areas with high levels of sediment contamination. It would be preferred for barges to remain in one location during the entirety of the project. If this is not feasible, barge movements and associated spudding/re-spudding must be minimized to the greatest practicable extent to limit potential migration of contaminated riverbed sediments. If spudding/re-spudding of barges is occurring, the contractor must monitor spud depth when lowered to minimize penetration into the streambed. When repeatedly spudding in the same location, monitor spuds to ensure they are not routinely sinking deeper than previously noted. If they are, move locations and continue to monitor. Contractor must maintain spuds at the lowest possible depth while moving after raising spuds to keep any adhered streambed material as close to the bottom as possible. Contractor must not drag spuds on the streambed while moving barges. Contractor must raise spuds slowly to prevent excavation of the streambed by suction and allow time for any adhered streambed material to release off spuds prior to moving. Record when and where spuds were dropped with depths during construction.

Barge spudding/ re-spudding that impacts the streambed is considered as an in-water disturbance and must adhere to in-stream disturbance timeout period, with no work occurring between March 1st to June 15th, with both dates inclusive of this timeout period.

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

United States Geological Survey (USGS) – The USGS has facilities (water sampling lines and gage house) on the timber fender system, on the timber dolphin and on ground in the southwest quadrant of the project near the MMSD facility and just north of the Hank Aaron State Trail. The USGS has stated that they will remove and relocate their facilities prior to the start of construction of the project. However, the contractor shall contact the USGS at least 14 days before work begins in this area to ensure USGS

equipment has been removed. Following is the contact person for the USGS if any coordination is necessary before or during construction of the project:

Pete Lenaker | Supervisory Physical Scientist
U.S. Geological Survey | Upper Midwest Water Science Center
1 Gifford Pinchot Drive, Madison, WI 53726
608-821-3829 (office) | 608-556-4613 (mobile)
<https://www.usgs.gov/staff-profiles/peter-l-lenaker>

Fish Spawning

There shall be no instream disturbance of Menomonee River at Station 14+8 as a result of construction activity under or for this contract, from March 1 to June 15 both dates inclusive, in order to avoid adverse impacts upon the spawning of fish species.

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

Migratory Birds

Swallow or other migratory bird nests have not been observed on or under the existing structure. However, all active nests (when eggs or young are present) of migratory birds are protected under the federal Migratory Bird Treaty Act. The nesting season for swallows and other birds is from April 15 to August 31.

It is not anticipated that a depredation permit from the US Fish and Wildlife Service will be necessary for work that may disturb or destroy active nests.

The bridge will be visually inspected by the City of Milwaukee prior to the start of construction and any nests observed will be removed prior to the beginning of the nesting season (April 15) and prior to the start of construction. However, if nesting is later observed prior to or during construction, the contractor shall implement avoidance/deterrent measures.

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.

4. Traffic.

Traffic will not be allowed on the portion of the bridge that will be closed to traffic during construction. Vehicular, bicycle and pedestrian traffic shall be detoured as shown on the plans.

The City of Milwaukee will provide all posting of any parking restrictions to facilitate construction operations. Contact Cameron Potter of Traffic & Lighting at 414-286-3276 three working days prior to the start of construction operations.

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

Do not store equipment, vehicles or materials beyond the project limits without specific approval by the engineer. The Contractor is responsible for finding and obtaining a construction staging area.

Milwaukee County Transit System will detour their Bus Route 24 as shown on the plans.

5. **Holiday Work Restrictions.**

Do not perform work on this project during the following holiday periods:

- From noon Friday, August 29, 2025 to 6:00 AM Tuesday, September 2, 2025 for Labor Day
- From noon Wednesday, November 26, 2025 to 6:00 AM Friday, November 28, 2025 for Thanksgiving
- From noon Wednesday, December 24, 2025 to 6:00 AM Friday, December 26, 2025 for Christmas
- From noon Wednesday, December 31, 2025 to 6:00 AM Friday, January 2, 2026 for New Years
- From noon Thursday, April 5, 2026 to 6:00 AM Monday, April 6, 2026 for Easter
- From noon Friday, May 22, 2026 to 6:00 AM Tuesday, May 26, 2026 for Memorial Day
- From noon Friday, July 3, 2026 to 6:00 AM Monday, July 6, 2026 for 4th of July
- From noon Friday, September 4, 2026 to 6:00 AM Tuesday, September 8, 2026 for Labor Day

6. **Utilities.**

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.

Some of the utility work described below may be 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. Follow-up with a confirmation notice to the engineer and the utility not less than 3 working days before the site will be ready for the utility to begin its work.

stp-107-066 (20240703)

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

The following utility companies have facilities on or near the structure that may be affected by construction:

City of Milwaukee (Communications Cabling) has cables in six existing City Underground Conduit (CUC) ducts that run under the easterly concrete sidewalks of the viaduct, except not across the bascule span. These existing ducts and cables will remain in place, and shall be temporarily supported during construction as shown on the plans. No new cabling will be provided as part of this project. Contact Joe Maciejewski at (414) 708-7992 or joe.maciejewski@milwaukee.gov with any questions or concerns regarding City of Milwaukee Communications, Cabling.

City of Milwaukee City Underground Conduit (CUC) has six – 4” diameter fiberglass conduits that are supported under the easterly sidewalk of the approach spans and anchor spans of the viaduct. Those conduits are connected into fiberglass enclosures and then run down the bridge columns and go underground under the Menomonee River. These conduits and enclosures are to be temporarily supported during construction as shown on the plans. Six – 4” diameter fiberglass conduits shall be constructed under the easterly sidewalk of the bascule span as shown on the plans and shall be connected to the existing conduits inside the existing fiberglass enclosures (vaults) but will remain empty. Contact Karen Rogney at (414) 286-3243 or karen.rogney@milwaukee.gov with any questions or concerns regarding City of Milwaukee, CUC.

City of Milwaukee (Sanitary Sewers) has underground sanitary sewer facilities within the limits of the project. No conflicts are anticipated. Contact Zafar Yousuf at (414) 286-2467 or zyousu@milwaukee.gov with any questions or concerns regarding City of Milwaukee, Sanitary Sewer facilities.

WE Energies – Electric

WE Energies – Electric has underground facilities within the limits of the project. No conflicts are anticipated.

Contact Brian Dressler at (608) 219-2820 or brian.dressler@we-energies.com with concerns or questions regarding this utility.

WE Energies – Electric Dispatch # 1-800-662-4797.

7. Notice to Contractor – City of Milwaukee Storm Sewer.

City of Milwaukee (Sewers) has underground storm sewer facilities within the limits of the project. No conflicts are anticipated. Contact Zafar Yousuf at (414) 286-2467 or zyousu@milwaukee.gov with any questions or concerns regarding City of Milwaukee, Storm Sewer facilities.

8. Notice to Contractor – City of Milwaukee Street Lighting.

City of Milwaukee (Street Lighting) has street lighting facilities on the viaduct.

Temporary Street Lighting:

Provide a 10 working day notice to the City of Milwaukee Street Lighting Field Supervisor to schedule the temporary street lighting circuitry alterations, so that the electrical contractor can remove the street lighting poles safely from the bridge parapet wall.

Temporary street lighting work must be completed and be in operation prior to any saw cutting or removal operations begin.

Protect street lighting facilities and use caution when working around street lighting bridge embedded and surface mounted facilities or near overhead street lighting cables and equipment. Please immediately contact the Street Lighting Shop Dispatcher (414) 286-5944 if damage occurs. Any costs incurred by Street Lighting repairing and/or replacing damaged facilities will be billed to the contractor.

Work at a safe working clearance from the existing light pole that will be remaining in place and in service.

Do not store or stockpile materials up against or around street lighting facilities.

Permanent Street Lighting:

Supply and install conduit, wiring, junction boxes, five (5) new concrete light pole bases, and the light pole anchorage on the bridge as detailed in the plans. Contact the City Street Lighting Field Supervisor as noted below after the new conduit is installed but before concrete is placed for inspection of the installation. All street lighting conduits are to have a 3/8-inch nylon pull rope installed.

Provide a 10 working day notice to the City of Milwaukee Street Lighting Field Supervisor to schedule the final termination (Cut Ins) for permanent lighting. Have all of the permanent street lighting installed for the entire project and ready for Cut-In before the City of Milwaukee Street Lighting crews make final termination.

Street Lighting Field Supervisor Contact: Mr. Neal Karweik at 414-286-5943 office; 414-708-4245 mobile.

9. Coordination with Other Projects.

Two other City of Milwaukee projects will be occurring adjacent to the limits of this project and could impact storage limits or the project work zone: repairing the stairs from the 16th Street Viaduct at Canal Street, and Unit 12, 13, 15, 16 and 17 expansion joint replacement and repairs. The work for these two projects will be scheduled in 2025 and 2026. Coordinate efforts with the selected contractors for these projects through the engineer and the City of Milwaukee.

10. Railroad Insurance and Coordination - Soo Line Railroad Company (CP)

A. Description

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

A.1 Railroad Insurance Requirements

In addition to standard spec 107.26, provide railroad protective liability insurance coverage as specified in standard spec 107.17.3 Insurance is filed in the name of Soo Line Railroad Company d/b/a Canadian Pacific.

Notify evidence of the required coverage, and duration to Brian Osborne, Manager Public Works; Canadian Pacific Plaza, 120 South 6th Street, Suite 700, Minneapolis, MN 55402; Telephone (612) 760-2945; E-mail: Brian.Osborne@cpkcr.com

Also send a copy to the following: Jason Kazmierski, SE Region Railroad Coordinator, 141 N. Barstow Street, Waukesha, WI 53188; Telephone (262)548-6700; E-mail jason.kazmierski@dot.wi.gov

Include the following information on the insurance document:

- Project ID: 2615-15-73
- Work Performed on or within 50' of RR ROW: Traffic Control

#	Route Name	City/County	Crossing ID	RR Subdivision	RR Milepost
1	16th Street (over mainline)	Milwaukee/Milwaukee	386500P	C&M Sub	MP 86.34
2	16 Street Viaduct (over Burnham Yard)	Milwaukee/Milwaukee	N/A	C&M Sub	MP 86.34
3	13th Street @ Mt Vernon	Milwaukee/Milwaukee	386499X	C&M Sub	MP 86.18

A.1 Railroad Insurance Requirements

In addition to 107.26 of the standard specifications, provide railroad protective liability insurance coverage as specified in subsection 107.17.3 of the standard specifications. Requirements of the standard specifications are changed as follows:¹

Before the state issues its notice to proceed to the contractor or contractors (collectively, the contractor) awarded the contract for construction involving the project described in this stipulation (the project), the state shall require the contractor to provide certain insurance coverage to protect the railroad (as defined in this section) from loss for property and liability exposures relating to the construction activities on the project. The manner and process in which this will be accomplished is as detailed below.

TYPE OF INSURANCE	MINIMUM LIMITS REQUIRED
1. Commercial general liability insurance; shall be endorsed to include blanket contractual liability coverage; shall cover bodily injury and property damage, personal and advertising injury, and fire legal liability. There shall be no endorsements limiting coverage for the work to be performed pursuant to this Stipulation.	\$5,000,000 combined single limits per occurrence with an annual aggregate limit of not less than \$10,000,000.
2. Workers' compensation and employer's liability coverage.	Workers' compensation limits: statutory limits. Employers' liability limits: Bodily injury by accident \$100,000 each accident Bodily injury by disease \$500,000 each accident \$100,000 each employee
3. Commercial automobile liability insurance; shall cover all owned, non-owned, and hired vehicles used by the CONTRACTOR in carrying out the contract, and shall include coverage for bodily	\$1,000,000 combined single limit per occurrence.

4. Railroad Protective Liability Insurance, issued on a standard ISO form 00 35 10 93 or its equivalent and endorsed to include the Pollution Exclusion Amendment (ISO form CG 28 31 10 93) and the Limited Seepage and Pollution Endorsement. No endorsements restricting FELA coverage may be added.	\$5,000,000 per occurrence \$10,000,000 in the aggregate
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¹ As used in this section, “state” and “company” have the meanings assigned to them in the stipulation to which this exhibit is attached, “FELA” means the Federal Employment Liability Act, and “this stipulation” means the stipulation to which this exhibit is attached.

² The contractor may satisfy the requirements for insurance types 1, 2 and 3 through primary insurance coverage or through excess/umbrella policies.

A.2 Train Operation

#	Passenger Train Volume	Passenger Train Speed	Freight Train Volume	Freight Train Speed	Frequency	Switch Train Comment*
1	4	40 mph	22	40 mph	Daily	No switch trains
2	N/A	N/A	22	20 mph	Daily	There are switch trains in addition to through trains
2	4	40 mph	22	40 mph	Daily	No switch trains

* Switch trains are in addition to freight and passenger trains.

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

Construction Contact

Brian Osborne, Manager Public Works; Canadian Pacific Plaza, 120 South 6th Street, Suite 700, Minneapolis, MN 55402; Telephone (612) 760-2945; E-mail brian_osborne@cpkcr.com for consultation on railroad requirements during construction.

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

Flagging Contact

Greda Lynn, Grade Crossing Coordinator; Canadian Pacific Plaza, 120 South 6th Street, Suite 700, Minneapolis, MN 55402; Telephone (612) 258-6619; E-mail greda_lynn@cpkcr.com a minimum of 40 working days in advance to arrange for a railroad flagger. Reference the Crossing ID, Wisconsin Milepost and Subdivision found in A.1.

* Contact SOO Line (CPKC) prior to letting for flagman work hour availability.

Cable Locate Contact

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

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

A.4 Work by Railroad

The railroad will perform the work described in this section, except for work described in other special provisions, and will be accomplished without cost to the contractor. None.

A.5 Temporary Grade Crossing

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

stp-107-026 (20250108)

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

The calculated land disturbance for the project site is 0.1 acres.

The expected land disturbance for the project site is less than one acre in size and does not require permit coverage. Therefore, the department has not requested or obtained coverage under the TCGP.

If additional land disturbance is necessitated for the project due to proposed contractor means and methods, including temporary support activity sites, and the additional land disturbance results in a total cumulative land disturbance for the project of one acre or greater, permit coverage will need to be obtained. The department will be responsible for obtaining permit coverage following department approval of the associated ECIP. Contractor necessitated changes resulting in the need for permit coverage will not be cause for schedule delays or other damages.

Permit coverage for additional land disturbing construction activities related to contractor means and methods will be considered as part of the ECIP review and approval process. Coverage under the TCGP for additional land disturbance areas will be considered if the areas meet all the following:

- Must meet the permit's applicability criteria.
- Must be for the exclusive use of a WisDOT project.
- Ground disturbance first commences after the ECIP approval, and the areas are fully restored to meet the final stabilization criteria of the permit upon completion of the work.

If permit coverage is deemed necessary and obtained for the project, conform to all permit requirements and post the "Certificate of Permit Coverage" in a conspicuous place at the construction site.

Permit coverage, if necessary, will be under 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>

The contractor is responsible for obtaining any permits for areas that are not approved by the department for coverage under the TCGP.

stp-107-056 (20250108)

12. Environmental Protection, Aquatic Exotic Species Control.

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

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

Ensure that all equipment that has been in contact with waters of the state, or with infested or potentially infested waters, has been decontaminated for aquatic plant materials and zebra mussels 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;

3. Inspect boat hulls, propellers, trailers and other surfaces. Scrape off any attached mussels, remove any aquatic plant materials (fragments, stems, leaves, seeds, or roots), and dispose of removed mussels and plant materials in a garbage can before leaving the area or invested waters; and
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)

13. 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: Route 24 (Forest Home-16th Street).

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 ten (10) business days for each site-specific bus shelter location.

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 five (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 (primarily construction planning & design)
Milwaukee County Transit System
1942 N. 17th St.
(414) 937-3273
dadams@mcts.org

Armond Sensabaugh (primarily staging & detours)
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

14. Notice to Contractor – Survey.

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

All field survey work necessary to stake out and construct all portions of this project shall be done in accordance with standard spec 650.

15. Construction Over or Adjacent to Navigable Waters.

The Menomonee River is classified as a federal navigable waterway under standard spec 107.19.
stp-107-060 (20171130)

16. Erosion Control.

Perform this work in accordance with the requirements of subsection 107.20 of the standard specifications and as hereinafter supplemented.

Take adequate precautions to install and maintain necessary erosion and sediment control during construction operations at curbs and gutters, and at other locations determined by the engineer. Protect storm drain inlets, as determined by the engineer, with a filter fabric meeting accepted design criteria, standards, and specifications. Maintain all erosion control measures until such time that the engineer determines the measures are no longer necessary.

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

Provide the ECIP fourteen (14) calendar days prior to the pre-construction conference. Provide one (1) copy of the ECIP to WisDOT and one (1) copy of the ECIP to the WDNR Liaison (Mr. Ryan Pappas; Ryan.Pappas@wisconsin.gov).

Pursue operations in a timely and diligent manner, continuing all construction operations methodically from the initial operations to final cleanup at the project site.

Minimize the period of exposure of the construction site to possible erosion. Do not implement the ECIP until it has been approved by the department.

Re-topsoil graded areas, as designated by the engineer, immediately after grading is completed within those areas.

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

Stockpile excess material or spoils on upland areas away from wetlands, floodplains and waterways. Stockpiled materials/and/or spoils shall be protected against erosion. Piles of stockpiled soil shall be protected against erosion and shall not create nuisance dust emissions. Said materials and/or spoils shall not be stockpiled for more than fourteen (14) calendar days.

17. Notice to Contractor, Verification of Asbestos Inspection, Asbestos Found.

John Roelke, License Number All-119523 and Tom Perkins, License Number All-252595, inspected Structure B-40-0550-14 for asbestos on August 29, 2023. Regulated Asbestos Containing Material (RACM) was found on this structure in the bridge operator's house.

A copy of the inspection report which describes the type and amounts of RACM detected in the bridge operator's house is available from Greg Hafeman, 262-548-8677, Greg.Hafeman@dot.wi.gov. Locations of asbestos containing material are noted on the plan set. Do not disturb any asbestos containing material without taking proper precautions. 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)

18. Notice to Contractor – Creosote Lumber.

The Wisconsin Department of Natural Resources requires proper disposal of the creosote timbers that will result from the removal of the timber fender systems and the timber dolphins in the river. Proper disposal includes, but is not limited to, land filling. Under no circumstances should this material be burned or buried on site. Beneficial re-use of this material is an option, and the contractor may contact Ryan Pappas at the WDNR Milwaukee Region Headquarters for additional information on disposal options.

Disposal shall be incidental to Excavation, Hauling, and Disposal of Creosote Contaminated Soil, Item 205.0506.S.

stp-107-130 (20220628)

19. Shop Drawings and Submittals.

A Description

This special provision describes specific requirements for shop drawings and other submittals.

B Materials

B.1 General

Submit construction drawings, erection diagrams, shop details, catalog data, test data, and other pertinent information for review as specified herein, and as specified in other special provisions.

Review by the engineer of shop drawings, methods of installation or contractor's construction details does not relieve the contractor of the responsibility of compliance with the contract specifications; and does not relieve the contractor of the responsibility for providing adequate quality control measures; and does not relieve the contractor of the responsibility for providing proper and sufficient materials, equipment and labor to complete the approved work in accordance with the contract documents.

Unless otherwise stated in the contract documents, do not commence any portion of the work requiring shop drawings or a sample of the work until the submission has been approved by the engineer.

Unless otherwise stated in the contract documents, review of shop drawings, erection plans, and demolition plans will begin only after the submission of a complete set of information required to complete a discrete item of work.

Each individual piece of equipment furnished for a particular item must be compatible with all the other equipment associated with the item. It is the responsibility of the contractor to make certain that all items furnished for the project are compatible and will perform the function indicated on the plans and within the specifications. Some of the mechanical and hydraulic equipment is specified by catalog number in order to establish the minimum requirements and special features needed for the project. Compatibility with other specified equipment is not guaranteed. It is the contractor's responsibility to verify the compatibility of all equipment before submitting it for review. The engineer will review the submissions for compliance with the requirements of the special provisions, but not for compatibility.

B.2 Submittal Materials

Submit all data to the engineer conforming to standard spec 105.2 with electronic submittal to the fabrication library under standard spec 105.2.2.

Submit to the engineer physical samples of materials for selection of colors, patterns, finishes, etc. for all items which affect the appearance of the bridge and other product samples when required by the various articles of the special provisions or the standard specifications. Product samples become the property of the City of Milwaukee unless determined otherwise by the engineer.

B.3 Submitting and Review Process

The review process will consist of two or more steps. The first step is to electronically submit materials to the engineer, or his designated agent, for preliminary review. The engineer, or his designated agent, will electronically return submitted materials with instruction for correction and re-submittal. When instructed by the engineer, electronically resubmit materials for further review. When instructed by the engineer, the final step is to electronically submit materials to the engineer, or his designated agent for distribution. The engineer will electronically return materials to the contractor with a stamp denoting general conformance to the plans and specifications. The exact review process for submittal materials, delivery requirements, and other procedural matters for the complex project will be determined at the pre-construction conference.

Drawings that are not initialed as having been checked or obviously have not been completed or are not clear and legible will not be accepted for review. The contractor will be notified that the subject drawings must be properly completed and resubmitted for review.

The title box of each shop drawing must carry the job number and structure and control section numbers, and the name and address of the fabricator, foundry, or manufacturer. The title sheet of each bound set of product information sheets must carry the job, control, and structure identification numbers, and the name and address of the supplier. Each sheet in a bound set must clearly identify the product or products being used and carry the name of the manufacturer.

A unique drawing and/or sheet number must be placed on each sheet so that similar items with subtle differences will not be confused with one another. When data is returned by the engineer to the contractor for correction and re-submission, each revised sheet needs to be marked with a revision number, indicating the number of times the sheet has been revised since the first submission and with the date of each revision. Each change on the sheet must also be marked with the appropriate revision number, shown on a small triangle, placed next to the change.

Drawings on data sheets that contain information for items or options other than those intended for use on this project must be clearly marked so as to indicate which items or options are intended for use on this project. Line or cross out those items or options that do not apply, or by circling or highlighting those items or options that do apply. Whatever method is used it must be done in a manner that clearly indicated which items apply to the project.

The contractor is responsible to make sure that everyone, including suppliers, furnishes complete product and shop detail data for review by the engineer. The data must include, but is not limited to, the following:

1. Drawings including information on the exact number of units, exact unit to be furnished, and all of the equipment options to be furnished with the unit. Dimensions, material grades fits, finishes applicable standards (ASTM, AASHTO, ANSI, and other applicable standards) and all other data sufficient to meet the requirements of the contract documents.
2. Complete catalog data and specifications including the name of the manufacturer.
3. Complete installation and maintenance instructions.

4. Drawings and catalog data must indicate the pertinent bid item.

If a submission is incomplete, it may be returned without review or comment. If so, it must be completed before re-submittal. The contractor is advised to keep an accurate record of all shop drawing transmittals and to maintain constant contact with all suppliers to obtain prompt re-submittal of drawings and data returned for correction and completion. Significant time lapses between the return and re-submittals of data could delay the project and shall be avoided.

B.4 Submittal and Review Time

It is the contractor's responsibility to ensure that all shop details and data are submitted for approval in a timely manner. The preparation of construction drawings, shop details compilation of the technical data, transmittals, review, revision, and re-submittals constitutes a time-consuming process.

Span balance calculations, balance testing, acceptance testing of in situ equipment or portions of the structure, and other submittals required during construction or operation of the bridge shall be submitted in a timely manner and in accordance with the various articles of the special provisions.

Although no specific time periods are established herein for submittals or for the engineer's review, the contractor should anticipate that each review may take up to approximately 21 days. The engineer, or his designated agent, will endeavor to complete each review in the shortest practical time. However, the contractor must realize that this is a complex project with many inter-related parts and that instant reviews are generally not practical. Delays in submitting, reviewing, or approving submittals will not be cause for additional compensation.

B.5 As-Built Drawings

Furnish final shop drawings in electronic format and hard copy. Deliver 2 copies of the hard copy As-Built Drawings to the City of Milwaukee. Also furnish a copy of all catalogue cuts, parts lists, operating procedures, operating and maintenance manuals, and other data required by the articles of the special provisions clearly marked that these items of work are included in the final work. The words "As-Built" and the date are acceptable for this identification.

C (Vacant)

D (Vacant)

E Payment

The city will not pay for any costs associated with shop drawings or other submittals. Include all costs for preparation, handling, shipping, storage, or other expenses associated with shop drawings, erection drawings, catalog data, test data, calculations, operating manuals, parts lists, maintenance manuals, and "As-Built Drawings" in the costs of the bid items with which the submittals are associated.

The city reserves the right to charge reasonable expenses for the review of submittals where the contractor substitutes items, at his option, for items previously submitted and approved for use in the project. Re-submittals requested by the city will not be back chargeable, except in the cases where the contractor obviously has not addressed previous review comments.

20. Coordination with Businesses and Residents.

The contractor shall arrange and conduct an initial meeting among the contractor, the department, affected residents, local officials and business people to discuss the project schedule of operations including vehicular and pedestrian access during construction operations. Hold the first meeting at least one week before the start of work under this contract. Arrange for a suitable location for this meeting that provides reasonable accommodation for public involvement. The department will prepare and coordinate publication of the meeting notice and mailing for the meeting. The contractor shall schedule the meeting with at least 2 weeks' prior notice to the engineer to allow for these notifications. Meetings with businesses and residents after the initial meeting are not necessary, other than regular coordination meetings during construction with the engineer and the City of Milwaukee.

stp-108-060

The contractor shall coordinate this project with Potawatomi Hotel & Casino with regard to maintaining their access from the 16th Street Viaduct directly into their parking deck south of the project location and access to their business from Canal Street below the viaduct. The contractor shall also coordinate with Marquette University for any activities they may have on their sporting fields and property west of the viaduct. No further meetings will be required unless directed by the engineer.

A segment of the existing Hank Aaron State Trail (HAST) passes under the bridge along the southerly edge of the Menomonee River. This segment of the HAST will be closed and detoured during construction of the project as shown on the plans. Contractor shall coordinate with the engineer for notification to the WDNR for closure of the HAST segment under the bridge.

21. Public Convenience and Safety.

Revise standard spec 107.8(6) as follows:

Check for and comply with local ordinances governing the hours of operation of construction equipment. Do not operate motorized construction equipment from 9:00 PM until the following 7:00 AM, unless prior written approval is obtained from the engineer. The contractor is responsible for finding and obtaining a construction staging area.

stp-107-001 (20060512)

22. Abatement of Asbestos Containing Material B-40-550-14, Item 203.0211.S.

A Description

This special provision describes abating asbestos containing material on structures.

B (Vacant)

C Construction

John Roelke, License Number All-119523 and Tom Perkins, License Number All-252595, inspected Structure B-40-550-14 for asbestos on August 29, 2023, Regulated Asbestos Containing Material (RACM) was found on this structure in the bridge operator's house. Refer to the inspection report noted below for information about the types of RACMs encountered and the amounts.

The RACM on this structure must be abated by a licensed abatement contractor. A copy of the inspection report is included in the bid package or available from Greg Hafeman, 262-548-8677, Greg.Hafeman@dot.wi.gov. According to NR447 and DHS159, ensure that DNR or DHS receives a completed Notification of Demolition and/or Renovation (DNR Form 4500-113 (R 3/20), or subsequent revision) via U.S. mail, hand-delivery, or using the online notification system at least 10 working days before beginning any construction or demolition. Pay all associated fees. Provide a copy of the completed 4500-113 form and the abatement report to Greg Hafeman, 262-548-8677, Greg.Hafeman@dot.wi.gov and via email to dothazmatunit@dot.wi.gov or via US mail to DOT BTS-ESS attn: Hazardous Materials Specialist, 5 South S.513.12, PO Box 7965, Madison, WI 53707-7965. In addition, comply with all local or municipal asbestos requirements.

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

- Site Name: Structure B-40-550-14, N 16th Street over Menomonee River
- Site Address: S32 T07N R22E
- Ownership Information: City of Milwaukee, 200 E. Wells Street, Room 205, Milwaukee, WI 53202
- Contact: Greg Hafeman
- Phone: 262-548-8677
- Age: 95 years. This structure was constructed in 1929.
- Area: 27,648 SF of deck

Insert the following paragraph in Section 6.g.:

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

D Measurement

The department will measure Abatement of Asbestos Containing Material B-40-550-14, by 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
203.0211.S	Abatement of Asbestos Containing Material B-40-550-14	EACH

Payment is full compensation for submitting necessary forms; removing all asbestos; and for properly disposing of all waste materials.

stp-203-005 (20220628)

23. Excavation, Hauling, and Disposal of Creosote Contaminated Soil, Item 205.0506.S.

A Description

A.1 General

This special provision describes excavating, loading, hauling, and disposing of creosote contaminated soil at a DNR licensed landfill. The closest DNR licensed landfill is:

Land Fill Name: Waste Management Orchard Ridge Landfill

Location/Address: W124 N9355 Boundary Road, Menomonee Falls, WI 53051

Contact Information: (866) 909-4458

Land Fill Name: Green For Life (GFL) Emerald Park Landfill

Location/Address: W124 S10629 South 124th Street, Muskego, WI 53132

Contact Information: (414) 529-1360

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

Perform this work according to standard spec 205, with pertinent parts of Chapters NR 100-299 of the Wisconsin Administrative Code, and as supplemented herein. Perform all work necessary to control, handle, and dispose of groundwater and surface water, and all other water that may be encountered within contaminated areas, as required for performance of the work.

A.2 Notice to Contractor – Contaminated Soil Locations

The department completed testing for soil contamination for locations where creosote-treated timbers may have impacted the surrounding soils. Testing indicated that soil and groundwater within five feet of the creosote-treated timbers contains creosote contamination.

For further information regarding the handling and disposal of this contaminated soil, please contact Andrew Malsom, WisDOT Regional Environmental Coordinator, (414) 750-2672, Andrew.Malsom@dot.wi.gov.

A.3 Coordination

Coordinate work under this contract with the environmental consultant retained by the department:

Consultant: TRC Environmental Corporation

Contact: Bryan Bergmann

Address: 6737 W. Washington St., Suite 3460, West Allis, WI 53214

Phone: (262) 227-9210

E-mail: bbergmann@trccompanies.com

The role of the environmental consultant will be limited to:

1. Determining the location and limits of contaminated soil to be excavated based on visual observations and field screening of soil that is excavated.
2. Identifying contaminated soils to be hauled to the DNR licensed 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.

4. Obtaining the necessary approvals for disposal of contaminated soil from the DNR licensed 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 prior to commencement of excavation activities in each of the contaminated areas.

Identify the DNR licensed landfill that will be used for disposal of contaminated soils and provide this information to the environmental consultant no later than 30 calendar days prior to commencement of excavation activities in the contaminated areas or at the preconstruction conference, whichever comes first. The environmental consultant will be responsible for obtaining the necessary approvals for disposal of contaminated soils from the landfill.

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. Do not transport contaminated soil off-site without prior approval from the environmental consultant.

A.4 Excavation Management Plan Approval

The excavation management plan for this project has been designed to minimize the off-site disposal of contaminated material. The excavation management plan, including these special provisions, has been developed in cooperation with the WDNR. The WDNR's concurrence letter is on file at the Wisconsin Department of Transportation. For further information regarding the investigations, including waste characterization within the project limits, contact Greg Hafeman with the department, at 262-548-8677, Greg.Hafeman@dot.wi.gov.

A.5 Health and Safety Requirements

Supplement standard spec 107.1 with the following:

During excavation activities, expect to encounter soil contaminated with creosote 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 prior to the start of work.

Disposal of creosote-contaminated soil at the landfill facility is subject to the facility's safety policies.

B (Vacant)

C Construction

Supplement standard spec 205.3 with the following:

The environmental consultant will periodically examine excavated soil during excavations in the areas of soil contamination from creosote treated timber within the construction limits.

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

The environmental consultant will periodically evaluate soil excavated from the contaminated areas to determine if the soil will require offsite disposal at a DNR licensed landfill or can be beneficially re-used on-site. The environmental consultant will evaluate excavated soil based on field screening results and visual observations. Assist the environmental consultant in collecting soil samples for evaluation using excavation equipment. The sampling frequency will be determined by the environmental consultant prior to removal of the timber pilings in cooperation with the contractor.

On the basis of the results of such field-screening, the material will be designated for disposal as follows:

- Excavation Common consisting of clean soil and/or clean construction and demolition fill (such as clean soil, boulders, concrete, reinforced concrete, bituminous pavement, bricks, building stone, and unpainted or untreated wood), which under NR 500.08 are exempt materials, or

- Low-level contaminated material for reuse as fill within the construction limits, or
- Contaminated soil for off-site treatment and disposal at the DNR-licensed landfill facility, or
- Potentially contaminated for temporary stockpiling and additional characterization prior to disposal.

It is not anticipated that any will require additional characterization prior to disposal. However, if such additional characterization is needed, provide for temporary stockpiling of contaminated soil on-site that requires additional characterization. Construct and maintain a temporary stockpile of the material according to NR 718.05(3), including, but not limited to, placement of the contaminated soil/fill material on an impervious surface and covering the stockpile with impervious material to prevent infiltration of precipitation. The department's environmental consultant will collect representative samples of the stockpiled material, laboratory-analyze the samples, and advise the contractor, within 10 business days of the construction of the stockpile, of disposal requirements. The stockpiled material shall be disposed either at the WDNR-licensed disposal facility by the contractor or, if characterized as hazardous waste, by the department. As an alternative to temporarily stockpiling contaminated soil/fill material that requires additional characterization, the contractor has the option of suspending excavation in those areas where such soil is encountered until such time as characterization is completed.

Directly load and haul soils designated by the environmental consultant for off-site disposal to the DNR licensed landfill. Use loading and hauling practices that are appropriate to prevent any spills or releases of creosote-contaminated soils or residues. 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 contaminated material are licensed for such activity according to applicable state and federal regulations.

When material is encountered outside the above-identified limits of known contamination that appears to have been impacted with petroleum or chemical products, or when other obvious potentially contaminated materials are encountered or material exhibits characteristics of industrial-type wastes, such as fly ash, foundry sand, and cinders, or when underground storage tanks are encountered, suspend excavation in that area and notify the engineer and the environmental consultant.

Employ construction methods and techniques in a manner that will minimize the need for dewatering, and if dewatering is required, minimize the volume of water generated. Take measures to limit groundwater, surface water, and precipitation from entering and exiting excavations in the areas of contamination. Such measures, which may include berming, ditching, or other means, shall be maintained until construction of utilities in the areas of contamination are complete.

Ensure continuous dewatering and excavation safety at all times. Provide, operate, and maintain adequate pumping equipment and drainage and disposal facilities. Notify the engineer of any dewatering activities and obtain any permits necessary to discharge water. Provide copies of such permits to the engineer. Meet any requirements and pay any costs for obtaining and complying with such permit use. Follow all applicable legislative statutes, judiciary decisions, and regulations of the State of Wisconsin.

D Measurement

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

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
205.0506.S	Excavation, Hauling, and Disposal of Creosote Contaminated Soil	TON

Payment is full compensation for excavating, segregating, loading, hauling, and disposal of contaminated soil; tipping fees including applicable taxes and surcharges; obtaining solid waste collection and transportation service operating licenses; assisting in the collection of soil samples for field evaluation.

stp-205-006 (20240703)

**24. Epoxy Injection Crack Repair, Item 509.9025.S;
Cored Holes 2-Inch Diameter, Item 509.9026.S.**

A Description

This special provision describes repairing structural cracks in concrete structures using the epoxy injection method, and coring 2 inch diameter core samples the repaired cracks.

Conform to standard spec 509 as modified in this special provision.

B Materials

Furnish epoxy injection material and surface seal material specifically designed for concrete crack injection.

Furnish epoxy injection material that is insensitive to the presence of water and is composed of a two-component epoxy resin designed specifically for structurally re-bonding cracks in Portland cement concrete. The epoxy injection material shall conform to the following physical properties at 77 degrees F:

	Unmixed		Mixed
	Component A (Resin)	Component B (Catalyst)	
Weight per gallon, lbs.	9.15 ±0.1	8.2 ±0.1	9.15 ±0.1
Viscosity, cps	500-700	120-160	275-350
Specific Gravity, g/cc	1.128 ±0.012	0.984 ±0.012	1.099 ±0.012
Color Straw	Straw	Straw	Straw
Shelf Life (closed containers)	2 years	2 years	---
Solids by Weight	---	---	100%
Pot Life (200 gram mass)	---	---	12-15 mins.
Mixing Ratio (by weight)	80%	20%	---
Mixing Ratio (by volume)	78%	22%	---
Bond Strength	---	---	2000 psi min
Shrinkage Resistance	---	---	ASTM C883
Thermal Compatibility	---	---	ASTM C884

Furnish surface seal material for confining the injected epoxy resin in the cracks that meets the following requirements:

1. Adequate strength to hold the injection fittings firmly in place to resist injection pressures and prevent leakage during injection.
2. Non-sag consistency.
3. Insensitive to the presence of water.
4. Controlled cure time.
5. Two-component epoxy resin.
6. 100% solids by weight.
7. Applicable to wet surfaces.
8. Viscosity should be paste.

C Construction

C.1 Injection Equipment

Use equipment to meter and mix the two-epoxy resin components and to inject the mixture into the cracks. The equipment shall be portable and have positive displacement type pumps equipped with an interlock to provide positive ration control of exact proportions of the two components at the nozzle. Use electric or air powered pumps that provide in-line metering and mixing.

Use injection equipment that has automatic pressure control capable of discharging the mixture at any present pressure up to 160 psi (±5 psi) and is equipped with a manual pressure control override.

The equipment shall have the capability of maintaining the volume ratio for the mixture prescribed by the manufacturer of the epoxy resin material within a tolerance of $\pm 5\%$ by volume at any discharge pressure up to 160 psi.

The injection equipment shall be equipped with sensors on both the Component A and B reservoirs that will automatically stop the machine when only one component is being pumped to the mixing head.

C.2 Surface Area Preparation

Clean the surface areas adjacent to cracks of all dirt, dust, grease, oil, efflorescence, or other foreign matter, which may be detrimental to adhesion of the surface seal material. Acids and corrosives will not be permitted for cleaning.

Install injection ports along the crack at intervals of 4 to 10 inches, or as appropriate to accomplish full penetration of the injection resin. Center the injection ports over the cracks and secure in place using surface seal material. Where possible, install the injection ports over the widest areas of the cracks.

Apply the surface seal material to the face of the crack between the entry ports. For known through cracks, apply the surface seal material to both faces of the member. Before proceeding with the injection operation, allow sufficient time to elapse for the surface seal material to gain adequate strength.

C.3 Epoxy Injection

Install the epoxy injection resin according to the manufacturer's instructions.

During installation, in general, limit pressures to 35 psi at the point of entry into the crack.

On vertical cracks, start the injection at the lowest point and continue upward along the crack. While injecting, resin should flow to and out of the next higher port. When this flow is established, cap the lower port, and continue the injection until all ports have been injected and flow has been established between them.

On horizontal cracks, follow the same procedures used for vertical cracks; start the injection at one end and continue the injection in succession along the crack until all ports have been injected and flow has been established between them.

C.4 Finishing and Clean-Up

When cracks are completely filled, cure the epoxy resin for a sufficient length of time so that when the surface seal is removed, there is no draining or runback of the epoxy material from the cracks. Grind, or use other appropriate method, to remove surface seal material, excess epoxy material, and injection ports. No epoxy material shall extend beyond the plane of the surfaces of the in-situ concrete.

C.5 Core Sampling

To determine if the crack injection is complete, obtain two 2 inch diameter core samples from the repaired concrete. Take the cores to the depth of the element or at least 12 inches. Take the cores at locations selected by the engineer. The engineer will have the option of increasing or decreasing the number of cores taken.

The injection shall be considered complete if more than 90% of the crack void, to 12 inches deep, is filled with the epoxy resin in each of the samples taken. If the injection is incomplete, re-injection and additional cores may be required.

Repair the core holes left in the member using one of the two following methods:

1. Fill core holes with an epoxy mortar consisting of one part epoxy injection resin to four parts clean, dry, bagged fine aggregate mixed by volume. Match the finish repair to the surrounding surface.
2. Fill core holes with an epoxy mortar consisting of one part epoxy gel to one part clean, dry, bagged fine aggregate mixed by volume. Match the finish repair to the surrounding surface.

D Measurement

The department will measure Epoxy Injection Crack Repair in length by the linear foot crack, acceptably repaired.

The department will measure Cored Holes 2-Inch Diameter as each individual cored hole, as approved by the engineer and acceptably completed. Additional cores taken as required by the engineer after re-injection (due to incomplete injection) will not be measured for payment. Additional cores taken by the contractor that are not ordered by the engineer will not be measured for payment.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
509.9025.S	Epoxy Injection Crack Repair	LF
509.9026.S	Cored Holes 2-Inch Diameter	EACH

Payment is full compensation for furnishing and placing the epoxy sealant, including any cleaning before and after injection; coring samples of the work; inspecting the core samples; and for repairing the core holes left in the member.

stp-509-025 (20240703)

25. 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/her) 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

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.

stp-517-005 (20150630)

26. Preparation and Coating of Top Flanges B-40-550-14, Item 517.0901.S.

A Description

This special provision describes thoroughly cleaning and coating the top surface and edges of the top flanges, removing loose paint, rust, mill scale, dirt, oil, grease, or other foreign substances until the specified finish is obtained.

B (Vacant)

C Construction

For top flanges and edges that have no paint on them and according to the department's Pre-Qualified Paint Systems for Structure Overcoating Cleaning and Priming, clean the top surface and edges of the top flanges and paint them with one coat of an approved zinc rich primer. Paint for Solvent Cleaning for Overcoat-minimum Cleaning (SP-1) is not allowed.

For top flanges and edges that have paint on them and according to the department's Pre-Qualified Paint Systems for Structure Overcoating Cleaning and Priming, clean all areas of rust and loose paint on the top surface and edges of the top flanges. Wash the top surface and edges of the top flanges and paint them with one coat of an approved zinc-rich primer according to paint manufacturer's recommendations. If flash rusting occurs before the application of the primer, stop painting application, remove the flash rusting and paint cleaned surface. Paint for Solvent Cleaning for Overcoat-minimum Cleaning (SP-1) is not allowed.

Where plans call for the cleaning of other painted structural steel including hanger assemblies, bearings, field splices, and connections, clean areas of loose paint and rust according to the department's Pre-Qualified Paint Systems for Structure Overcoating Cleaning and Priming, or and according to paint manufacturer's cleaning recommendations. Sound paint need not be removed with the exception of an area 12 inch on either side of hanger assembly centerlines. Clean this area to base metal according to the paint manufacturer's cleaning recommendations and paint them one coat of an approved zinc-rich primer according to paint manufacturer's recommendations. Paint for Solvent Cleaning for Overcoat-minimum Cleaning (SP-1) is not allowed.

For areas of exposed steel members that are to be imbedded in new concrete and according to the department's Pre-Qualified Paint Systems for Structure Overcoating Cleaning and Priming, thoroughly clean the surface area of exposed steel members that are to be imbedded in the new concrete and solvent wash and paint one coat of an approved zinc rich primer according to paint manufacturer's recommendations to these areas. Paint for Solvent Cleaning for Overcoat-minimum Cleaning (SP-1) is not allowed.

According to the approved project specific hazardous material containment plan, furnish and erect tarpaulins or other materials to collect all of the spent paint containing material resulting from blasting or hand and power tool cleaning and coating. Minimize dust during all clean-up activities. Collect and store waste material at the end of each work day or more often if needed. Store waste materials in the hazardous waste containers provided. Lock and secure all waste containers at the end of each work day. Cover containers at all times except when adding or removing 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. Transportation and disposal of such waste material will be the responsibility of the department.

Damage to existing painted surfaces as a result of construction operations, shall be restored to the approval of the engineer at the contractor's expense.

D Measurement

The department will measure Preparation and Coating of Top Flanges B-40-550-14 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
517.0901.S	Preparation and Coating of Top Flanges B-40-550-14	EACH

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

stp-517-010 (20210708)

27. Structure Repainting Recycled Abrasive B-40-550-14, Item 517.1801.S.

A Description

This special provision describes surface preparation and painting of the metal surfaces according to the manufacturer's recommendations as modified in this special provision.

A.1 Areas to be Cleaned and Painted

All structural metal surfaces of:

1. Structure B-40-550-14 82,000 SF.

Areas are approximate and given for informational purposes only.

B Materials

B.1 Coating System

Furnish a complete coating system from the department's approved list for "Structure Repainting Recycle Abrasive Structure". The color for the finish coating material shall match the color number the plans show according to Federal Standard Number 595. Supply the engineer with the product data sheets for approval before any coating is applied. The product data sheets shall indicate the mixing and thinning directions, the recommended spray nozzles and pressures, and the minimum drying time between coats.

The color of the primer must be such that a definite contrast between it and the color of the blasted steel is readily apparent. There shall be a color contrast between all subsequent coats for the paint system selected. Submit color samples of the primer and all coats to the engineer for approval before any application of paint.

C Construction

C.1 Surface Preparation

Before blast cleaning, solvent clean all surfaces to be coated according to SSPC-SP1.

All metal surfaces must be blast cleaned according to SSPC-SP10 and verified before painting.

Upon completion of surface preparation, test representative surfaces, which were previously rusted (i.e. pitted steel) for the presence of residual chloride. Perform Surface Contamination Tests (SCAT) according to the manufacturer's recommendations. The tests must be witnessed by the engineer. If chlorides are detected at levels greater than 7ug/cm², continue to clean the affected areas until results are below the specified limit. Submit anticipated testing frequencies and chloride remediation methods to the engineer for review and approval.

Apply the prime coat the same day that the metal surfaces receive the No. 10 blast or re-blast before application. Cleaned surfaces shall be of the specified condition immediately before paint application. If rust bloom occurs before applying the primer, stop the painting operation in the area of the rust bloom and re-blast and clean the area to SSPC SP-10 before applying the primer.

The steel grit and any associated equipment brought to the site and used for blast cleaning shall be clean. Remove immediately dirty grit or equipment brought to the site at no expense to the department. Furnish an abrasive that has a gradation such that it will produce a uniform surface profile between 1 to 3 mils on the steel surface, as measured according to ISO 8503-5.

The abrasive blasting and recovery system shall be a completely integrated self-contained system for abrasive blasting and recovery. It shall be an open blast and recovery system that will allow no emissions from the recovery operation. The recovery equipment shall be such that the amount of contaminants in the clean recycled steel grit shall be less than 1 percent by weight as per SSPC AB-2.

Remove by grinding all fins, tears, slivers, and burred or sharp edges that are present on any steel member, or that appear during the blasting operation, and re-blast the area to give a 1 to 3 mils surface profile.

Remove all spent material and paint residue from steel surfaces with a good commercial grade vacuum cleaner equipped with a brush-type cleaning tool, and test cleanliness according to ASTM D4285. The airline used for surface preparation shall have an in-line water trap and the air shall be free of oil and water as it leaves the airline.

Take care to protect freshly coated surfaces from subsequent blast cleaning operations. Thoroughly wire brush damaged primed surfaces with a non-rusting tool, or if visible rust occurs, re-blast to a near white condition. Clean and re-prime the brushed or blast cleaned surfaces according to this specification.

C.2 Coating Application

Apply paint according to the manufacturer's recommendations in a neat workmanlike manner. Paint application shall normally be by airless spray or inaccessible areas by brush, roller or other methods approved by the engineer.

The engineer may allow the use of conventional spray equipment after satisfactory demonstration by the contractor of the proper application technique and handling of that equipment.

Mix the paint or coatings according to the manufacturer's directions to a smooth lump-free consistency. Keep paint thoroughly mixed during the painting application.

After the inspector approves the entire cleaned surface to be coated, apply a prime coat uniformly to the entire surface. Either before or after applying the prime coat, brush or spray a stripe coat of primer on all plate edges, bolt heads, nuts, and washers. Apply succeeding coats as the product data sheet shows.

Remove all dry spray by vacuuming, wiping, or sanding if necessary.

If the application of the coating at the required thickness in one coat produces runs, bubbles, or sags; apply a "mist-coating" in multiple passes of the spray gun; separate the passes by several minutes. Where excessive coating thickness produces "mud-cracking", remove such coating back to soundly bonded coating and re-coat the area to the required thickness.

The resultant paint film shall be smooth and uniform, without skips or areas of excessive paint according to SSPC PA1.

The coating is supplied for normal use without thinning. If in cool weather it is necessary to thin the coating for proper application, thin according to the manufacturer's recommendations.

During surface preparation and coating application the ambient and steel temperature shall be between 39 degrees F and 100 degrees F. The steel temperature shall be at least 5 degrees F above the dew point temperature. (This requires the steel to be dry and free of any condensation or ice regardless of the actual temperature of the steel.) The relative humidity shall not exceed 85%. The manufacturer's ambient condition requirements must be followed if they are more stringent.

Paint thickness shall be within the requirements for a three coat paint system listed in the department's approved list for Structure Repainting Recycle Abrasive Structure and the paint system being used.

Time to recoat shall be according to the manufacturer's recommendations.

The dry film thickness will 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. Dry film thickness in each area measured will be based on an average of three gage readings, after calibration of the gage to account for surface profile of the bare steel as a result of surface preparation.

D Measurement

The department will measure Structure Repainting Recycled Abrasive B-40-550-14 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
517.1801.S	Structure Repainting Recycled Abrasive B-40-550-14	EACH

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

stp-517-050 (20210708)

28. Negative Pressure Containment and Collection of Waste Materials, B-40-550-14, Item 517.4501.S.

A Description

This special provision describes providing a dust collector to maintain a negative air pressure in the enclosure; furnishing and erecting enclosures as required to contain, collect and store waste material resulting from the preparation of steel surfaces for painting, and repainting, including collection of such waste material, and labeling and storing waste material in approved hazardous waste containers.

B (Vacant)

C Construction

Erect an enclosure to completely enclose (surround) the blasting operations. The ground, slope paving, or roadway cannot be used as the bottom of the enclosure unless covered by approved containment materials. So that there are no visible emissions to the air or ground or water, design, erect, operate, maintain and disassemble the enclosures in such a manner to effectively contain and collect dust and waste materials resulting from surface preparation and paint over spray. Suspend all enclosures over water from the structure or as approved by the engineer.

Construct the enclosure of flexible materials such as tarpaulins or of rigid materials such as plywood, or of a combination of flexible and rigid materials and meet SSPC Guide 6 requirements with Level 1 emissions. Systems manufactured and provided by Eagle Industries, Detroit Tarps, or equal, are preferred. The tarpaulins shall be a non-permeable material, either as part of the tarp system or have a separate non-permeable lining. Maintain all materials free of tears, cuts or holes. The vertical sides of the enclosure shall extend from the bottom of the deck down to the level of the covered work platform or covered barge where used for structures over water and shall be fastened securely to those levels to prevent the wind from lifting them. Bulkheads are required between beams to enclose the blasting area as approved by the engineer. Where bulkheads are required, construct them of plywood and properly seal them. To prevent spent materials and paint over spray from escaping the enclosed area, overlap and fasten together all seams. Place groundcovers under all equipment before operations or as approved by the engineer.

To allow proper cleaning, inspection of structures or equipment, and painting, provide safe adequate artificial lighting in areas where natural light is inadequate.

Provide a dust collector so that there are no visible emissions outside of the enclosure and so that a negative air pressure inside the enclosure is maintained. The dust collector shall be sized to maintain the minimum air flow based on the cross-sectional area of the enclosure.

A combination of positive air input and negative air pressure may be needed to maintain the minimum airflow within the enclosure.

Filter all air exhausted from the enclosure to create a negative pressure within the enclosure so as to remove all hazardous and other particulate matter.

After all debris has been removed and all painting has been approved in the containment area is complete, remove containment according to SSPC Guide 6.

As a safety factor for structures over water, provide for scum control. Provide a plan for corrective measures to mitigate scum forming and list the procedures, labor and equipment needed to assure compliance. Effectively contain the scum that forms on the water and does not sink in place from moving upstream or downstream by the use of floating boom devices.

If in the use of floating boom devices, the scum tends to collect at the devices, contain, collect, store the scum, and do not allow it to travel upstream or downstream beyond the devices. Remove the scum at least once a day or more often if needed.

Collect and store at the bridge site for disposal all waste material or scum collected by this operation, or any that may have fallen onto the ground tarps. Collect and store all waste material and scum at the end of each workday or more often if needed. Storage shall be in provided hazardous waste containers. Label each container as it is filled, using the labels provided by the Hazardous Waste Disposal contractor. Check the label and ensure that the project ID, bridge number and EPA ID match the structure. Fill in the generation date when the first material is placed in the container. 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.

In a separate operation, recover the recyclable abrasive for future application, and collect the paint and/or corrosion particles for disposal.

D Measurement

The department will measure Negative Pressure Containment and Collection of Waste Materials B-40-550-14 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
517.4501.S	Negative Pressure Containment and Collection of Waste Materials B-40-550-14	EACH

Payment is full compensation for designing, erecting, operating, maintaining, and disassembling the containment devices; providing negative pressure exhaust ventilation; collecting, labeling, and for storing spent materials in provided hazardous waste containers.

stp-517-065 (20230113)

29. Labeling and Disposal of Waste Material.

The EPA ID number for Structure B-40-550-14 is WIR000185025.

The state has an exclusive mandatory use contract with a private waste management contractor to transport and dispose of hazardous waste.

The state's waste management contractor shall furnish and deliver appropriate hazardous waste containers and site-specific labels to each bridge site. The provided containers shall be placed at pre-selected drop-off and pick-up points at each bridge site, and these locations shall be determined at the preconstruction conference. The custody of the containers and labels shall be the responsibility of the painting contractor while they are at the job site.

Fill out form DT 1231, <https://wisconsindot.gov/Documents/formdocs/dt1231.docx> and email it to the waste management contractor, the region environmental coordinator, and the DOT Hazmat unit mailbox (dothazmatunit@dot.wi.gov) a minimum of 10 working days in advance to request container drop-off or pickup. Using the form, provide the waste management contractor with the project ID, structure number, EPA ID, and the agreed-upon location for container staging. Contact information for the waste management contractor is located on the WisDOT Internet site at:

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

Report all reportable spills and discharges according to the contingency plan.

Labels are site-specific. Check the labels to ensure that the project ID, structure number, and EPA ID match the structure generating the waste. Apply a label to each drum when it is opened for the first time. Fill in the date on the label the first day material is accumulated in the drum. The following page is an example of a properly filled-in label.

During paint removal operations, continuously monitor and notify the project inspector of the status of waste generation and quantity stored so that timely disposal can be arranged.

stp-517-055 (20230113)

HAZARDOUS WASTE

WW-5257580999-001-01-0

STORAGE LABEL

RQ, HAZARDOUS WASTE, SOLID, n.o.s.,
(LEAD), 9, NA3077, III, (D008)

Enter the date that waste materials were first placed into the container

EPA CODE: E/D008 STATE: S

WIP#: 391498

WIP DESC: BRIDGE SAND WITH LEAD

DATE ACCUMULATED: 07/01/2005

HAZARDOUS WASTE – FEDERAL LAW PROHIBITS IMPROPER DISPOSAL IF FOUND, CONTACT THE NEAREST POLICE OR PUBLIC SAFETY AUTHORITY OR THE U.S. ENVIRONMENTAL PROTECTION AGENCY.

WISC DOT BRIDGE # B-29-53/54

I-94 OVER CTH H

PROJECT ID # 5882-03-70

CAMP DOUGLAS, MI 54618

(608) 963-0871

GENERATOR EPA ID

WIR000121103

Project ID Number on label must match the Project Number assigned by the WIDOT

Bridge Number and Address on label must match specific bridge from which waste was generated.

EPA ID Number on label is specific to the bridge from which the waste is generated.

30. 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)

31. 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://wisconsin.gov/Documents/doing-bus/eng-consultants/cnslt-rsrcs/environment/hazwaste-contacts.pdf>

B.2 Disposal by Department

Items turned in to the department will be considered the property of the department for proper future disposal, and the contractor will have no further obligation for the disposal.

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.

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://wisconsin.gov/Documents/doing-business/engconsultants/cnslt-rsrcs/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.

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 for Lamp, Ballast, LED, Switch Disposal by Contractor is full compensation for detachment, handling, packaging, labeling and scheduling disposal with the hazardous waste vendor; and scrapping and disposal of all other materials.

32. Waterline Concrete Surface Repair, Item SPV.0025.502.

A Description

This special provision describes performing concrete surface repairs at, or below, the waterline as the plans show and as the engineer directs. Conform to standard spec 502 and standard spec 509.

B Materials

Furnish grade C or E concrete conforming to standard spec 509.2 for surface repairs.

Furnish a neat cement as specified in standard spec 509.2.

Use epoxy coated steel reinforcement conforming to standard spec 505.

Provide adhesive anchors according to standard spec 502.

C Construction

Provide a watertight working enclosure and dewater the enclosure before removal of the deteriorated concrete.

Perform any underwater excavation required to expose the concrete surface to the limits shown on the plans. Submit drawings and details of the arrangements for supporting the watertight working enclosure prior to beginning work. Establish horizontal and vertical controls to serve as a reference for measuring the thickness of concrete removal.

Make a 1/2-inch deep saw cut at the limits of the concrete surface repair before removal of the deteriorated concrete.

Remove concrete to sound concrete or to one inch behind the existing reinforcing steel, whichever depth is greater, at locations the plans show or as the engineer directs.

For chipping off the old concrete surface, use air chippers or breakers that weigh no more than 35 pounds and are equipped with flat, chisel-type points with a cutting edge not less than 3/4 inch or greater than 3 inches wide. After reaching the top of the reinforcing steel, do not use hammers heavier than 15 pounds within one inch of the steel.

Take necessary precautions while removing deteriorated concrete to preserve existing reinforcing steel. Blast clean, realign, and retie existing reinforcing steel, as the engineer considers necessary. Apply zinc-rich primer to cleaned surfaces of reinforcing steel. Provide additional reinforcement as shown in the plans and as directed by the engineer.

Dispose of removed material as specified in standard spec 509.3.4. Implement necessary procedures to minimize debris dropping into the stream.

Clean the surfaces against which placing the new concrete to remove loose particles and dust. Keep surfaces continuously wet for a period of 2 hours before placing new concrete. Immediately before placing concrete, coat the surfaces of old concrete with neat cement as specified in standard spec 509.3.9.2.

Place new concrete in a dewatered condition of the enclosure.

Remove all existing anchors and other embedded items protruding from the existing surface. Cut anchors 2-inches beneath concrete surface and patch according to standard spec 502.3.7.1.

D Measurement

The department will measure Waterline Concrete Surface Repair by the cubic foot acceptably completed. The department will compute the volume measured as the exposed surface area following removal, as delineated by the saw cuts, times the depth. The depth of removal will be measured as the average distance from the existing surface to the prepared final surface.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0025.502	Waterline Concrete Surface Repair	CF

Payment is full compensation for providing the repair; for providing a watertight enclosure and dewatering; for removing and disposing of deteriorated concrete; for cleaning reinforcing steel; removing anchors; and for the volume of concrete used in the repair.

The department will pay separately for epoxy-coated steel reinforcement and adhesive anchors.

33. Concrete Masonry Bridges Lightweight, Item SPV.0035.501.

A Description

This special provision describes furnishing and placing lightweight concrete masonry for the bridge superstructure, including deck, sidewalks and parapets, conforming to standard spec 502.

B Materials

Provide QMP for class I structure concrete as specified in 715.

Furnish lightweight concrete masonry having a maximum unit weight of 120 pounds per cubic foot. The lightweight concrete shall have a minimum compressive strength of 4,000 psi at 28 days. The contractor is responsible for the lightweight concrete mix design. Submit the concrete mix design, including all required test data, to the engineer for approval.

B.1 Lightweight Coarse Aggregate

Lightweight coarse aggregate shall conform to AASHTO M195. When tested according to AASHTO M104 using magnesium sulfate, the loss of lightweight aggregate in 5 cycles of the accelerated soundness test shall not exceed 8 percent. The drying shrinkage of concrete specimens prepared and tested conforming to section 8.4 of AASHTO M195, shall not exceed 0.07 percent. The resistance to degradation of the coarse aggregate, when tested conforming to AASHTO T96, shall not exceed a loss of 50% in 500 cycles.

The lightweight aggregate producer shall furnish test reports from an independent testing laboratory certifying that concrete made from the aggregate and containing approximately 6 percent air content shall have a minimum durability factor of 85 percent when tested conforming to AASHTO T161.

B.2 Composition of Concrete

Determine the proportions of cement, supplementary cementitious materials, fine aggregate, lightweight coarse aggregate, and water and submit with the test result data to the engineer for approval.

The unit weight of freshly mixed lightweight concrete measured conforming to AASHTO T121 shall not be greater than 120 and not less than 110 pounds per cubic foot. Concrete with unit weight greater than 120 pounds per cubic foot may be rejected. Additional non-structural steel ballast required to balance the weight of concrete in excess of 120 pounds per cubic foot will not be measured for payment.

The water/cementitious materials ratio of the mix shall not exceed 0.40. Use a polycarboxylate high range water reducing admixture to achieve the workability required for placement of the concrete. The minimum cementitious materials content is 565 pounds per cubic yard. The mixture at the point of placement shall have a slump of 5" +/- 1" and air content of 7% +/-1%. The concrete shall have a minimum compressive strength of 4000 psi at an age of 28 days.

Use supplementary cementitious materials as needed to achieve low concrete permeability concrete that meets the testing requirements specified below. Fly ash, if used, shall conform to AASHTO M295, and may be used as a partial replacement for cement up to 30% on a 1:1 ratio by weight. Ground granulated blast furnace slag, if used, shall conform to AASHTO M302 and may be used as a partial replacement for cement up to 30% on a 1:1 ratio by weight. Silica Fume, if used, shall conform to AASHTO M 307 and may be used as a partial replacement for cement up to 10% on a 1:1 ratio by weight. The combined weight of all supplementary cementitious materials used in the mix shall be limited so that portland cement constitutes a minimum of 60% by weight of the total cementitious material.

Measure concrete permeability conforming to AASHTO T277 (Rapid Chloride Permeability Test). Permeability samples for T277 testing must be stripped of their molds and wet cured to an age of 7 days in a standard moist room or water tank. After 7 days, submerge the samples in water heated to 100°F until an age of 28 days. Upon completion of the curing process, obtain one sample from each cylinder and test conforming to AASHTO T277. The permeability test result shall not exceed 1500 coulombs.

C Construction

To prove the design meets the given criteria, provide the engineer with the mix design and all required test results at least 4 days prior to the anticipated grid deck pour.

Stockpile all lightweight aggregate at the central batching plant for not less than 24 hours prior to use in the batches. Pre-wet the lightweight aggregate stockpiles using a sprinkler system as recommended by the lightweight aggregate manufacturer. At the end of the wetting period, allow the stockpiles to drain for a period of 12-15 hours immediately prior to use. Protect the stockpiles to prevent excessive evaporation of moisture after wetting.

Monitor air content using the volumetric method, conforming to AASHTO T196.

Delay the pour if the temperature within 48 hours following the proposed pour is predicted to fall below 40 degrees F (5 degrees C).

Give the concrete a continuous wet cure for a period of 7 days.

D Measurement

The department will measure Concrete Masonry Bridges Lightweight by the cubic yard, acceptably completed, as specified in standard spec 502.4.2.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0035.501	Concrete Masonry Bridges Lightweight	CY

Payment for Concrete Masonry Bridges Lightweight is full compensation furnishing and placing concrete, monitoring, and curing.

34. Submersible Multitap 3-Port Pre-Insulated Connector; Item SPV.0060.342, Submersible Multitap 4-Port Pre-Insulated Connector; Item SPV.0060.343.

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 section 651 of the WisDOT Standard Spec.

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 project engineer. A prototype maybe requested for submittal by the project 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 project 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, or 4 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.

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. All splices shall be made by an electrician. For the purposes of this contract, an electrician is a person who served a four (4) year apprenticeship and passed state exams.

C.3. Splices

The contractor shall perform water tight 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 water tight 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's 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 an 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 the item Submersible Multitap Pre-Insulated Connectors as each splice location as one unit. The Department will measure this item Submersible Multitap Pre-Insulated Connectors by the each (EACH) unit of measure. This covers both of the Submersible Multitap 3-Port and 4-Port Pre-Insulated Connectors in the pull box.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.342	Submersible Multitap 3-Port Pre-Insulated Connector	EACH
SPV.0060.343	Submersible Multitap 4-Port Pre-Insulated Connector	EACH

Payment is full compensation for furnishing labor, equipment, coordination and all materials such as the multi-port submersible insulated connectors, anti-oxidant for wire connections, and incidentals necessary to complete the work to make operational one luminaire.

35. Installing Conduit into Existing Manhole, Item SPV.0060.425.

A Description

This special provision describes providing and installing new conduit into conduit system manholes at the locations shown on the plans. The contractor shall verify existing conduit manhole locations with the City of Milwaukee, and shall maintain any existing conductors, fibers, and conduit paths without interruption or damage. Repair and restoration of all disturbed areas resulting from the work shall be in accordance with the pertinent provisions of the standard specifications, and as hereinafter provided.

B Materials

Furnish conduit and associated fittings, as provided and paid for under other items in this contract. All materials shall be manufactured for use with FRE conduit as specified on the plans.

C Construction

Carefully expose the outside of the existing structure without disturbing any existing conduits or cabling.

Drill the appropriately sized hole in the existing structure for the entering of conduit at a location within the structure that will not disturb the existing cabling and will not hinder the installation of new cabling within the installed conduit. This work may include the removal of the existing abandoned conduit from the structure to allow for the installation of the new conduits as indicated on the plans.

Provide box connecting fittings from the same manufacturer as the conduit system provided.

All areas shall be repaired and restored in kind.

D Measurement

The department will measure Installing Conduit into Existing Manhole by the unit, acceptably installed. Up to six conduits entering a structure per entry point into the existing structure will be considered a single unit. Conduits in excess of six, or conduits entering at significantly different entry points into the existing manhole will constitute multiple units. The department will measure Installing Conduit into Existing Manhole as each individual unit, acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.425	Installing Conduit into Existing Manhole	Each

Payment is full compensation for drilling holes; removing abandoned conduit; furnishing and installing all materials, for disposal of surplus materials; and for making inspections.

36. Underdeck Utility Structure B-40-550-14, City Underground Conduit, Item SPV.0060.430.

A Description

This section describes furnishing and installing a duct package of six, 4-inch diameter, Fiberglass Reinforced Epoxy (FRE) conduits, the conduit support system including all hangers to the underside of the bridge sidewalk as shown on the plans.

B Materials

Use material conforming to the class of material named and as specified. Conduit shall be non-metallic, filament-wound epoxy, suitable for direct burial, concrete encasement, and suspended from bridge. The product shall contain carbon black to provide ultraviolet protection.

Provide conduit with an interference joint system consisting of an integral bell and spigot with interlocking male and female threads. Apply epoxy adhesive on joints per manufacturer's specifications prior to use.

Provide products listed by Underwriters Laboratories and conforming to the National Electrical Code with ID dimensions that are full, actual trade size.

Utilize adaptors, couplings, expansion joints and suspended hangers that are FRE fittings corresponding to and manufactured for use with FRE conduit as specified on the plans. The suspended hanger assemblies shall include stainless steel threaded concrete inserts as specified on the plans.

Epoxy coated reinforcement tie bars shall conform to section 505 of the standard specifications.

C Construction

Install according to the pertinent provisions of section 502 and 652 of the standard specifications. The six-duct package to be installed on the structure consists of six 4-inch ducts, one high by six wide.

Coupling of the duct sections shall be accomplished and secured by first applying epoxy adhesive then mating a spigot end into an integral bell end with a blow to the open end of the duct section.

Submit shop drawings for all inserts, hangers, braced hangers, and hanger spacing to Ms. Karen Rogney at (414) 286-3243 of the City of Milwaukee for review 60 business days in advance of the bridge deck placement.

Install all FRE duct and components according to the manufacturer's instructions.

D Measurement

The department will measure Underdeck Utility Structure B-40-550-14 City of Milwaukee Underground Conduit as one single item, acceptably completed for the entire bridge as shown on the plans.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.430	Underdeck Utility Structure B-40-550-14 City Underground Conduit	Each

Payment is full compensation for furnishing and installing all conduits, conduit bodies, conduit fittings, conduit spacers, concrete inserts, tie bars, hangers, stop rings, hanger bracing, and other related materials; for disposing of surplus materials; and for performing inspections.

37. Temporary Shoring of Structure, Item SPV.0060.508; Balancing Bascule Bridge Leaf, Item SPV.0060.545.

A Description

This special provision describes providing a temporary shoring system and jacking the superstructure to enable trunnion and trunnion bearing refurbishment and provide stability of the anchor span and bascule span superstructure when in an imbalanced condition due to removal and replacement of any of its components, and to balance each bascule bridge leaf. This special provision also describes providing temporary shoring systems to maintain stability of the structure, portions of the structure, and any individual member that requires support during construction.

B Materials

B.1 Shoring Design

Determine the need for temporary shoring at any location where existing members are removed during construction. Provide a shoring design for each location where the construction requires temporary shoring. The suggested temporary shoring arrangements shown on the plans are conceptual. Additional temporary shoring will be required depending on the methods used for construction. Prepare complete design computations and supporting details for the specific elements of the shoring system proposed accounting for unbalanced conditions during all stages and proposed sequencing of component removal and replacement work to be performed on the bascule leaves. Prepare and submit fabrication drawings and erection diagrams for the temporary shoring system. Submit design calculations, prepared by a Professional Engineer licensed in the State of Wisconsin for the shoring system including computation of unbalanced loading conditions based on the proposed sequence of work, including final balance condition after installation of Non-Structural Steel Ballast, and verifying the existing structure capacity at each location.

A professional engineer registered in the State of Wisconsin and knowledgeable of the specific site conditions and requirements shall verify the adequacy of each shoring design. One copy of each shoring design drawings and calculations shall be signed and sealed by the same professional engineer. Signed and sealed design drawings and calculations shall be submitted to the engineer for review. The contractor shall not proceed with the shoring construction until receiving authorization from the engineer.

B.2 Balance Calculations

Submit calculations determining proper amount and placement of the Non-Structural Steel Ballast to achieve the proper balance condition as described below.

A professional engineer registered in the State of Wisconsin and knowledgeable of movable bridge balancing shall verify the adequacy of the balance calculations. Balance calculations shall be signed and sealed by the same professional engineer. Signed and sealed design drawings and calculations shall be submitted to the engineer for review. The contractor shall not proceed with removal of temporary shoring until receiving authorization from the engineer.

C Construction

C.1 Temporary Shoring

Construction or installation of temporary shoring at a required location shall be done according to the design developed for that location. Follow the sequence of work upon which the proposed shoring system design and supporting calculations are based during rehabilitation of the bascule leaves. A different sequence may later be followed only if new supporting information for it is prepared and resubmitted for review and reapproved by the engineer.

Keep in place and maintain the integrity of temporary shoring during any work to be performed at that area.

C.2 Proper Balance Condition

Do not remove temporary shoring for counterweight and bascule girders until proper balance condition has been verified. Proper balance is defined as: the final balance condition which results in a minimum reaction at the tail end of all four bascule girders (per leaf) upward on each new bumper weldment of 3.75 kips and a maximum upward reaction at each bumper weldment of 20 kips.

C.3 Removal of Temporary Shoring

Remove temporary shoring only after it is no longer needed, and authorization is received from the engineer. Remove the temporary shoring according to the design developed for the location. Remove any anchorages for the temporary shoring. Patch concrete members where anchorages have been removed according to standard spec 502.3.7.1.

D Measurement

The department will measure Temporary Shoring of Structure as a single unit acceptably completed. Included in this bid item is all temporary shoring required to maintain the stability of the bridge during construction, including but not limited to shoring of bascule girders, anchor girders, loading girders, counterweights, anchor span members, approach span members, trunnion towers, and bents.

The department will measure Balancing Bascule Bridge Leaf as each leaf acceptably balanced; upon acceptance, the north bascule leaf will be measured as one, and the south bascule leaf will be measured as one. Multiple iterations required to achieve proper balanced leaf will not be measured for payment.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.508	Temporary Shoring of Structure	EACH
SPV.0060.545	Balancing Bascule Bridge Leaf	EACH

Payment for Temporary Shoring of Structure is full compensation for designing, detailing, furnishing, installing all temporary shoring required for the entire project, including temporary shoring of the bascule span and anchor span, jacking the bascule span to enable trunnion and trunnion bearing work, and removal of all shoring after completion of work.

Payment for Balancing Bascule Bridge Leaf is full compensation for designing, detailing, submitting detailed calculations determining amount and location of required ballast, installing non-structural steel ballast on the bascule leaf, and verifying the proper balance of the leaf. Payment will only be made once for each of the two bascule leaves.

Payment for Non-Structural Steel Ballast will be made separately as described in that special provision.

38. Temporary Support for Utilities B-40-550-14, Item SPV.0060.509.

A Description

This special provision describes the construction, maintenance, and removal of a temporary support system for suspended conduits and fiberglass junction boxes as shown on the contract plans.

B Materials

Furnish materials conforming to standard spec part 500: Structures.

B.1 Plan Requirements and Submittals

If proposed contractor supplied support will deviate from contract plans, then contractor must provide plans and submit conforming to standard spec 526.3.3.

C Construction

Construct the temporary support system so that the utilities are supported within 1” of their existing position.

D Measurement

The department will measure Temporary Support for Utilities B-40-550-14 as one unit each for the entire structure acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.509	Temporary Support for Utilities B-40-550-14	EACH

Payment for Temporary Support for Utilities B-40-550-14 is full compensation for constructing, maintaining, and removing the temporary support system as called for in the plans.

39. Salvaging Bascule Gear Set and Constructing Rack and Pinion Exhibits, Item SPV.0060.522.

A Description

This special provision describes removing one machinery gear set from the bridge at the southwest interior bascule girder (SW G2), storing, protecting, cleaning, painting, preparing, and repurposing the gears indicated on the plans as a historical exhibit, including construction of the concrete bases and securing the gears on the bases to complete the rack and pinion exhibits as shown on the plans.

B Materials

Furnish concrete masonry as specified in standard spec 501.2.

Furnish clear protective coating as specified in standard spec 502.2.13.

Furnish steel reinforcement as specified in standard spec 505.2.4.

Furnish high-strength bolts and connection hardware as specified in standard spec 506.2.5.

Furnish same paint system to match other structural steel to be repainted as part of this project.

Provide materials necessary to protect the gearset from weather, vandalism, and damage due to construction operations.

C Construction

Perform work in accordance with standard spec 506.3 and as shown on the plans.

Upon removal, place the rack and pinion in a protected location for storage until the historical exhibit can be constructed. Repaint the rack and pinion with the same paint system as other structural steel to be repainted as part of this project.

D Measurement

The department will measure Salvaging Bascule Gear Set and Constructing Rack and Pinion Exhibits as a single unit acceptably completed. This includes salvaging one machinery gear set and constructing a pair of historical exhibits, consisting of one rack exhibit and one pinion exhibit.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.522	Salvaging Bascule Gear Set and Constructing Rack and Pinion Exhibits	EACH

Payment for this item is full compensation for removing, preparing and placing one gear set, which includes one rack and one pinion gear, as part of the historical exhibit, including leveling and compacting existing ground for both exhibits, concrete for both pedestals, clear protective coating on the concrete pedestals, steel reinforcement, relocation of the gear set to the location shown on the plans, painting of the gear set, placement of the rack on its pedestal, placement of the pinion on its pedestal, and securing the gear set with anchors or grout as shown on the plans.

40. Removing, Repairing & Reinstalling Bridge Operator's House as an Exhibit, Item SPV.0060.523.

A Description

This special provision describes furnishing all labor, material and tools required for the satisfactory completion of the removal, repair and reinstallation of the bridge operator's house as a historical informational display in accordance with the plans and as described in these specifications.

This work includes but is not limited to the following:

1. Selective Demolition
2. Storage and Protection
3. Rough Carpentry
4. Copper Metal Panels
5. FRP Doors and Frames
6. Aluminum Windows
7. Door Hardware
8. Glazing
9. Structural Steel
10. High-Strength Bolts
11. Concrete Foundation
12. Reinforcing Steel

B Materials

B.1 Selective Demolition

Demolition and removal of selected portions of building or structure and associated steel support framing.

B.1.1 Definitions

Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and relocated or removed and reinstalled.

Remove and Relocate: Carefully detach from existing construction, in a manner to prevent damage, and relocate where indicated.

Remove and Reinstall: Carefully detach items from existing construction, prepare for reuse, and reinstall where indicated.

Existing to Remain: Existing items of construction that are not to be permanently removed and that are not otherwise indicated to be removed, removed and relocated, or removed and reinstalled.

B.1.2 Pre-demolition Meeting

Conduct meeting at project site. Include the engineer, contractor and all subcontractors performing any tasks associated with work for operator house refurbishment. Conduct meeting at least 7 days before beginning operator house refurbishment work.

B.1.3 Field Conditions

Hazardous Materials: No hazardous materials will be removed prior to selective demolition. If suspected hazardous materials are encountered, do not disturb; immediately notify the engineer. Hazardous materials removal procedures must be followed.

B.1.4 Performance Requirements

Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

Standards: Comply with ANSI/ASSE A10.6 and NFPA 241.

B.2 Storage and Protection

Provide materials necessary to protect the operator's house from weather, occupation, vandalism, and damage due to construction operations. Upon removal from the bridge and until installation in the final location shown on the plans, portions of the operator's house may be exposed, such as window openings when windows are removed. Provide durable shielding that cannot be easily removed to protect any such openings that may exist during this time, but will not damage any elements of the operator's house to remain after the shielding is removed. Depending on the location chosen by the contractor, include security fencing around the operator's house to act as an additional deterrent.

B.3 Rough Carpentry

Provide rough carpentry work as shown and as specified. Rough carpentry includes:

Wood backing for copper metal panels as well as any other miscellaneous carpentry that may be required.

B.3.1 General

Wood products shall be factory-marked to identify type, grade, inspection agency, producing mill and other qualities as specified.

Obtain measurements and verify dimensions shown before proceeding with carpentry work.

Keep carpentry materials dry during delivery. Store lumber and plywood in stacks with provisions for air circulation within stacks. Protect bottom of stacks against contact with damp or wet surfaces. Protect exposed materials against weather. Do not store dressed or treated lumber or plywood outdoors.

B.3.2 Lumber

Lumber shall comply with U.S. Product Standard PS-20 for American Softwood Lumber, U.S. Dept of Commerce, and with rules of applicable manufacturer's association or authorized inspection bureau under which each species of lumber is produced.

Nominal sizes shown and specified refer to undressed lumber dimensions. Dress lumber four sides (S4S), unless otherwise shown or specified, and work to shapes and patterns shown. Detailed dimensions show actual sizes required.

Framing and miscellaneous lumber: Construction or No. 2 grade.

Species:

Hem-fir (north); NLGA.

Southern pine; SPIB.

Douglas fir-larch; WCLIB or WWPA.

Maintain 19% maximum moisture content for all pieces of construction lumber. Mark Lumber "DRY."

B.3.3 Plywood

Plywood shall comply with U.S. Product Standard PS-1 for Construction and Industrial Plywood, U.S. Dept. of Commerce, except as otherwise specified.

Plywood shall be exterior-type plywood, APA Grade CDX, in thickness indicated.

Apply bending plywood where advantageous to form curved or warped roof surfaces.

B.3.4 Pressure Preservative Treated Wood

Preservative treated lumber and plywood shall comply with the applicable requirements of AWWA U1, Use Category UC3b and shall bear quality mark of an inspection agency approved by ALSC's Board of Review.

Preservative Chemicals: Acceptable to authorities having jurisdiction and containing no arsenic or chromium.

Pressure treat wood framing, sheathing, nailers and blocking and similar members in connection with roofing, flashing, and vapor retarders.

If wood is cut after treatment, coat cut surfaces with heavy brush coat of same preservatives used for treatment in accordance with AWPA M4.

B.3.5 Fasteners

Provide fasteners, anchors, etc., for proper assembly and erection. Fasteners shall be of size to rigidly secure members in place.

For pressure-preservative treated plywood sheathing and lumber, provide fasteners with hot-dip zinc coating complying with ASTM A 153/A 153M.

B.4 Copper Metal Exterior Coverings

Provide copper metal exterior coverings as shown. Copper metal items include:

Exterior wall panels, fascia and accessories - 16 ounce hard copper sheeting

B.4.1 Submittals

Product Data: For each type of product indicated.

Shop Drawings:

Include details for forming, including seams and dimensions.

Include details for joining and securing, including layout and spacing of fasteners, cleats, and other attachments.

Include details of special conditions.

Include details of connections to existing work.

Samples: For each exposed product, a minimum of two 3 inches x 5 inches.

Qualification Data: For fabricator.

B.4.2 Quality Assurance

Sheet Metal Fabricator Qualifications: Fabricated a minimum of 250,000 square feet of metal roofing and wall panel systems of similar type to that specified that have a record of successful in-service performance.

Installer Qualification: Fabricator of sheet metal roofing and wall panels.

B.4.3 Delivery, Storage and Handling

Do not store sheet metal materials in contact with other materials that might cause staining, denting, or other surface damage. Store sheet metal materials away from uncured concrete and masonry.

Protect strippable protective covering on sheet metal from exposure to sunlight and high humidity, except to extent necessary for period of sheet metal installation.

B.4.4 Miscellaneous Materials

Provide materials and types of fasteners, protective coatings, sealants, and other miscellaneous items as required for replacement exterior wall panels and as recommended by primary sheet metal manufacturer unless otherwise indicated.

Fasteners: Security head screws or self-tapping screws, self-locking rivets and bolts, and other suitable fasteners designed to withstand design loads.

Elastomeric Sealant: ASTM C 920, elastomeric polyurethane polymer sealant; of type, grade, class, and use classifications required to seal joints in sheet metal roofing and remain watertight.

B.4.5 Fabrication

Custom fabricate wall panels to comply with details shown and recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to design, dimensions (panel width and seam height), geometry, metal thickness, and other characteristics of installation. Fabricate sheet metal roofing and accessories in shop to greatest extent possible.

Form exposed sheet metal work to fit substrates with little oil canning; free of buckling and tool marks; true to line, levels, and slopes; and with exposed edges folded back to form hems.

B.5 FRP Doors and Aluminum Frames

Provide insulated FRP doors and aluminum frames as indicated on drawings and as specified herein:

1 exterior door on south elevation of the operator house.

Related Work:

Article 9 "Door Hardware" for installation accessories.

B.5.1 Submittals

Product Data: Include construction details, material descriptions, core descriptions, and finishes.

Shop Drawings:

Details of doors, including vertical and horizontal edge details and material thicknesses.

Frame details, including dimensioned profiles and material thicknesses.

Locations of reinforcement and preparations for hardware.

Details of anchorages.

B.5.2 FRP Doors

Basis-of-Design Product: Subject to compliance with requirements, provide Special-Lite, Inc., SL-17 Flush Doors with fiberglass reinforced polyester (FRP) face sheets, or a comparable product by one of the following:

Tiger Door

Chem-Pruf Door

Construction:

Door Thickness: 1-3/4 inches.

Stiles and Rails: Aluminum extrusions; minimum of 2-5/16 inch depth.

Corners: Mitered.

Provide joinery of 3/8-inch diameter full-width tie rods through extruded splines top and bottom integral to standard tubular shaped stiles and rails reinforced to accept hardware as specified.

Securing Internal Door Extrusions: 3/16-inch angle blocks and locking hex nuts for joinery.

Furnish extruded stiles and rails with integral reglets to accept face sheets. Lock face sheets into place to permit flush appearance.

Extrude top and bottom rail legs for interlocking continuous weather bar.

Meeting Stiles: Pile brush weather seals. Extrude meeting stile to include integral pocket to accept pile brush weather seals.

Bottom of Door: SL-301 adjustable bottom brush with double nylon brush weather stripping. Door bottom must be concealed and adjust to accommodate irregular tapered floor conditions.

Continuous hinge to be drilled for access to sweep adjustment.

Face Sheets:

Material: SpecLite3 FRP, 0.120-inch thick FRP, finish color throughout, with abuse-resistant engineered surface.

Texture: Sandstone.

Color: Light Grey.

Core: Poured-in-place polyurethane foam.

Density: Minimum of 5 pounds per cubic foot.

R-Value: Minimum of 9.

Class A Flame Spread and Smoke Developed Rating:

Class A flame spread and smoke developed rating on interior faces of exterior panels.

Flame Spread, ASTM E 84: Maximum of 25.

Smoke Developed, ASTM E 84: Maximum of 450.

B.5.3 Aluminum Door Framing

Box type aluminum extrusions with 4 enclosed sides. 1/8-inch minimum wall thickness.

Applied Door Stops: 0.625-inch high, with screws and weather stripping. Door stop shall incorporate pressure gasketing for weathering seal. Counterpunch fastener holes in door stop to preserve full metal thickness under fastener head.

Use DSS33 1-3/4 inch wide stop at all electric strike applications.

Joints: Caulk joints before assembling frame members. Secure joints with fasteners.

Provide hairline butt joint appearance.

Anchors: Anchors appropriate for wall conditions to anchor framing to wall materials.

Minimum of five anchors up to 7'-4" on jamb members, and one (1) additional anchor for each foot over 7'-4" height, three (3) on headers.

Hardware: Provide manufacturer's standard built-in weather stripping on the stops.

B.5.4 Fabrication

Verify actual dimensions of openings by field measurements before fabrication and show recorded measurements on shop drawings.

Assembly: Complete cutting, fitting, forming, drilling, and grinding of metal before assembly. Remove burrs from cut edges.

Fit: Maintain continuity of line and accurate relation of planes and angles.

Hardware: Premachine doors and frames and reinforce members in accordance with templates from specified hardware manufacturers. Drill and tap for fasteners; self-drilling screws are not acceptable.

B.5.5 Metal Finishes

Aluminum Finish: Clear anodic, 215 R1, AA-M10C12C22A41, Class I, 0.7 mils thick.

Stainless Steel Finish: Bright, cold-rolled, unpolished: No. 2B.

B.5.6 Delivery, Storage, and Handling

Deliver doors and frames palletized, wrapped, or crated to provide protection during transit and Project-site storage. Use vented plastic.

Store all components under cover at Project site.

B.6 Aluminum Windows

Provide aluminum windows with security glazing and interior decorative grilles in a pattern matching the current divided light configuration, as indicated on drawings and as specified herein.

Related sections:

"Glazing" for installation of glass in aluminum windows.

"Painting"

B.6.1 Submittals

Product data: Include construction details, material descriptions, glazing, decorative grille pattern, and fabrication methods, dimensions of individual components and profiles, hardware, and finishes for aluminum windows.

Product Test Reports: For aluminum windows, for tests performed by a qualified testing agency, showing that window units comply with performance requirements indicated.

Shop Drawings: Include plans, elevations, sections, hardware, accessories, operational clearances, and details of installation, including anchor, flashing, and sealant installation.

Samples: Exposed Finishes: 2 by 4 inches.

B.6.2 Quality Assurance

Installer Qualifications: An installer acceptable to aluminum window manufacturer for installation of units required for this Project.

Field Conditions: Verify actual locations of structural supports and dimensions of openings for aluminum windows by field measurements before fabrication and indicate measurements on Shop Drawings.

B.6.3 Manufacturers

Subject to compliance with requirements, provide products of one of the following:

Oldcastle BuildingEnvelope, Inc.

TRACO

Wausau Window and Wall Systems.

YKK AP America, Inc.

B.6.4 Performance Requirements

Product Standard: Comply with AAMA/WDMA/CSA 101/I.S.2/A440 for definitions and minimum standards of performance, materials, components, accessories, and fabrication unless more stringent requirements are indicated.

Performance Class and Grade: AAMA/WDMA/CSA 101/I.S.2/A440 as follows:

Minimum Performance Class: AW.

Minimum Performance Grade: 60.

Thermal Transmittance: NFRC 100 maximum whole-window U-factor of 0.42 Btu/sq. ft. x h x deg F.

Condensation-Resistance Factor (CRF): Provide aluminum windows tested for thermal performance according to AAMA 1503, showing a minimum CRF (frame) of 47.

Thermal Movements: Provide aluminum windows, including anchorage, that allow for thermal movements resulting from the following maximum change (range) in ambient and surface temperatures by preventing buckling, opening of joints, overstressing of components, failure of joint sealants, failure of connections, and other detrimental effects. Base engineering calculation on surface temperatures of materials due to both solar heat gain and nighttime-sky heat loss.

Temperature Change: 140 deg F, ambient; 210 deg F material surfaces.

B.6.5 Materials

Aluminum Extrusions: Alloy and temper recommended by aluminum window manufacturer for strength, corrosion resistance, and application of required finish, but not less than 22,000-psi ultimate tensile strength, not less than 16,000-psi minimum yield strength, and not less than 0.125 inch thickness at any location for the main frame and sash members.

Fasteners: Aluminum, nonmagnetic stainless steel, epoxy adhesive, or other materials warranted by manufacturer to be non-corrosive and compatible with aluminum window members, trim, hardware, anchors, and other components. Cadmium-plated steel fasteners are not permitted.

Reinforcement: Where fasteners screw-anchor into aluminum less than 0.125 inch thick, reinforce interior with aluminum or nonmagnetic stainless steel to receive screw threads, or provide standard, non-corrosive, pressed-in, splined grommet nuts.

Exposed Fasteners: Unless unavoidable for applying hardware, do not use exposed fasteners. For application of hardware, use fasteners that match finish of member or hardware being fastened, as appropriate.

Anchors, Clips, and Accessories: Aluminum, Type 304 stainless steel, or zinc-coated steel or iron complying with ASTM B 633 for SC 3 severe service conditions, providing sufficient strength to withstand design pressure indicated. Cadmium-plated steel anchors, clips, and accessories are not permitted.

Reinforcing Members: Aluminum, Type 304 stainless steel, nickel/chrome-plated steel complying with ASTM B 456 for Type SC 3 severe service conditions, or zinc-coated steel or iron complying with ASTM B 633 for SC 3 severe service conditions, providing sufficient strength to withstand design pressure indicated. Cadmium-plated steel reinforcing members are not permitted.

Compression-Type Weather Stripping: Provide compressible weather stripping designed for permanently resilient sealing under bumper or wiper action, and completely concealed when aluminum window is closed.

Weather-Stripping Material: Manufacturer's standard system and materials complying with AAMA/WDMA 101/I.S.2.

Sealants: For sealants required within fabricated windows, provide window manufacturer's standard, permanently elastic, non-shrinking, and non-migrating type recommended by sealant manufacturer for joint size and movement.

B.6.6 Hardware

Provide manufacturer's standard hardware fabricated from aluminum or Type 304 stainless steel designed to smoothly operate, tightly close, and securely lock aluminum windows and sized to accommodate sash or ventilator weight and dimensions. Cadmium-plated hardware is not permitted. Do not use aluminum in frictional contact with other metals. Where exposed, provide extruded, cast, or wrought aluminum, die-cast zinc with special coating finish or nonmagnetic stainless steel.

Operation Function: Ventilators securely close at sash frames without using additional manually controlled locking devices.

B.6.7 Fabrication

Fabricate aluminum windows, in sizes indicated, that comply with AAMA/WDMA 101/I.S.2 for performance class and performance grade indicated. Include a complete system for assembling components and anchoring windows.

Fabricate aluminum windows that are re-glazable from inside of unit without dismantling sash or ventilator framing.

Provide thermal-break construction that has been in use for not less than five years and has been tested to demonstrate resistance to thermal conductance and condensation and to show adequate strength and security of glass retention.

Weather Stripping: Provide full-perimeter weather stripping for each operable sash and ventilator.

Weep Holes: Provide weep holes and internal passages to conduct infiltrating water to exterior.

Mullions: Provide mullions and cover plates as shown, matching window units, complete with anchors for support to structure and installation of window units. Allow for erection tolerances and provide for movement of window units due to thermal expansion and building deflections, as indicated. Provide mullions and cover plates capable of withstanding design loads of window units.

Sub-frames: Provide sub-frames with anchors for window units as shown, of profile and dimensions indicated but not less than 0.062-inch-thick extruded aluminum. Miter or cope corners, and weld and dress smooth with concealed mechanical joint fasteners. Finish to match window units. Provide sub-frames capable of withstanding design loads of window units.

B.6.8 Aluminum Finish

Finish designations prefixed by AA comply with the system established by the Aluminum Association for designating aluminum finishes.

Class I, Clear Anodic Finish: AA-M12C22A41 (Mechanical Finish: nonspecular as fabricated; Chemical Finish: etched, medium matte; Anodic Coating: Architectural Class I, clear coating 0.018 mm or thicker) complying with AAMA 611.

Comply with NAAMM's "Metal Finishes Manual" for recommendations for applying and designating finishes.

Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.

Appearance of Finished Work: Variations in appearance of abutting or adjacent pieces are acceptable if they are within one-half of the range of approved Samples. Noticeable variations in the same piece are not acceptable. Variations in appearance of other components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

B.7 Door Hardware

Provide door hardware for new FRP doors and aluminum frames for the bridge operator's house as specified herein.

Package and label each hardware item separately with all screws, bolts and accessories required for a complete installation.

B.7.1 Submittals

Product Data: Catalog cuts and descriptive data of each product indicated.

Templates: Furnish hardware templates to doors and frames manufacturer as required for fabrication.

B.7.2 Hinges

Continuous Hinges: BHMA A156.26; extruded-aluminum, pinless, geared hinge leaves; joined by a continuous extruded-aluminum channel cap; with concealed, self-lubricating thrust bearings.

Minimum 0.120 inch thick hinge leaves with minimum overall width of 4 inches; fabricated 1 inch less in length than door height to accommodate full width surface sweeps, and to template screw locations; with components finished after milling and drilling are complete.

Manufacturers:

Select Products Limited

Bommer Industries, Inc.

Hager Companies

McKinney Products Company; an ASSA ABLOY Group company

B.7.3 Locksets

Cylindrical Locks: BHMA A156.2; Grade 1, Series 4000.

Manufacturers:

Dorma, LR design.

Schlage, Longitude design.

Sargent, LL Design.

Lock Throw: 3/4 inch.

Backset: 2-3/4 inches.

Function: Storeroom.

Lock Cylinders: Tumbler type, constructed from brass or bronze, stainless steel, or nickel silver.

Construction Cylinders: Standard Lock Cylinders, BHMA A156.5; Grade 1; with interchangeable cores; face finished to match lockset.

Number of Pins: 6.

Permanent Cores: Schlage Primus cylinders provided by Owner and exchanged for construction cylinders following substantial Completion.

B.7.4 Door Closers

BHMA A156.4; rack-and-pinion hydraulic type with adjustable sweep and latch speeds controlled by key-operated valves and forged-steel main arm. Comply with manufacturer's written recommendations for size of door closers depending on size of door, exposure to weather, and anticipated frequency of use. Provide factory-sized closers, adjustable to meet field conditions and requirements for opening force.

Manufacturers:

LCN Closers; an Ingersoll-Rand company.

Philadelphia Hardware Group (PHG).

Hager Companies.

B.7.5 Overhead Stops

BHMA A156.8.

Manufacturers:

- Architectural Builders Hardware Mfg., Inc.
- Glynn-Johnson; an Ingersoll-Rand company.
- Rockwood Manufacturing Company.

B.7.7 Weather-Stripping

BHMA A156.22; air leakage not to exceed 0.50 cfm per foot of crack length for gasketing other than for smoke control, as tested according to ASTM E 283; with resilient or flexible seal strips that are easily replaceable and readily available from stocks maintained by manufacturer.

Manufacturers:

- National Guard Products.
- Pemko Manufacturing Co.; an ASSA ABLOY Group company.
- Reese Enterprises, Inc.
- Zero International

B.7.8 Thresholds

BHMA A156.21; fabricated to full width of openings indicated.

Manufacturers:

- National Guard Products.
- Pemko Manufacturing Co.; an ASSA ABLOY Group company.
- Reese Enterprises, Inc.
- Zero International

B.7.9 Finishes

Provide finishes complying with BHMA A156.18.

Satin stainless steel 630 (US32D) or stain chrome 626/652 (US26D) except as otherwise indicated.

Interior Door closers: Aluminum painted or powder-coated

B.8 Glazing

Laminated security glass units for aluminum windows, at locations shown on the plans and as specified herein.

B.8.1 Submittals

Product Data: For each glass product and glazing material indicated.

Samples: For glass specified, 12 inches square.

B.8.2 Quality Assurance

Glazing Publications: Comply with published recommendations of glass product manufacturers and organizations below, unless more stringent requirements are indicated. Refer to these publications for glazing terms not otherwise defined in this Section or in referenced standards.

GANA Publications: GANA's "Laminated Glazing Reference Manual" and GANA's "Glazing Manual."

IGMA Publication for Insulating Glass: SIGMA TM-3000, "North American Glazing Guidelines for Sealed Insulating Glass Units for Commercial and Residential Use."

B.8.3 Manufacturers

Basis-of-Design Product: Subject to compliance with requirements, provide Oldcastle BuildingEnvelope, ArmorGarde Laminated Security Glass by Oldcastle BuildingEnvelope or a comparable product by one of the following:

- Guardian Industries Corp.

B.8.4 Glass

Insulating Security Glazing: Factory-assembled units consisting of sealed lites of glass separated by a dehydrated interspace, qualified in accordance with ASTM E2190, and complying with other requirements specified.

Forced-Entry Resistance: Class 1.4 in accordance with ASTM F1233.

Overall Unit Thickness: 1 inch.

Outdoor Lite: Laminated glass with two plies of 5 mm (3/16 inch) fully tempered float glass.

Indoor Lite: 6 mm (1/4 inch) thick fully tempered float glass

Sealing System: Dual seal.

Spacer: Thermally improved warm edge type, fabricated from aluminum or steel with a polymer bridge, or extruded polymer.

Thickness: 3/8 inch

Interspace Content: Air.

Low-E Coating: Pyrolytic or sputtered on fourth and fifth surfaces.

Visible Light Transmittance: 43 percent minimum.

Winter Nighttime U-Factor: 0.28 maximum.

Summer Daytime U-Factor: 0.26 maximum.

Solar Heat Gain Coefficient: 0.31 maximum.

Fully Tempered Float Glass: ASTM C 1048; Type I; Quality-Q3; Class I (clear), kind FT.

Laminated Glass: ASTM C 1172, and complying with testing requirements in 16 CFR 1201 for Category II materials, and with other requirements specified. Use materials that have a proven record of no tendency to bubble, discolor, or lose physical and mechanical properties after fabrication and installation.

Construction: Laminate glass with polyvinyl butyral interlayer to comply with interlayer manufacturer's written recommendations.

Interlayer Thickness: 0.060 inch.

Interlayer Color: Clear.

B.8.5 Installation Materials

Compression Gaskets: Extruded or molded, closed-cell, integral-skinned EPDM gaskets complying with ASTM C 509, Type II, black; of profile and hardness required to maintain watertight seal.

Glazing Tapes: AAMA 806.3, preformed, butyl-based, 100 percent solids elastomeric tape; nonstaining and nonmigrating in contact with nonporous surfaces; with or without spacer rod as recommended in writing by tape and glass manufacturers for application indicated; and complying with ASTM C 1281 and AAMA 800.

Miscellaneous Materials: Provide products of material, size, and shape complying with referenced glazing standard, requirements of manufacturers of glass and other glazing materials for application indicated, and with a proven record of compatibility with surfaces contacted in installation.

Cleaners, Primers, and Sealers: Types recommended by sealant or gasket Manufacturer.

Setting Blocks: Elastomeric material with a Shore, Type A durometer hardness of 85, plus or minus 5.

Spacers: Elastomeric blocks or continuous extrusions with a Shore, Type A durometer hardness required by glass manufacturer to maintain glass lites in place for installation indicated.

Edge Blocks: Elastomeric material of hardness needed to limit glass lateral movement (side walking).

B.8.6 Fabrication

Fabricate glazing units in sizes required to fit openings indicated, with edge and face clearances, edge and surface conditions, and bite complying with written instructions of product manufacturer and referenced glazing publications, to comply with system performance requirements.

Allow for thermal movements from ambient and surface temperature changes acting on glass framing members and glazing components.

Temperature Change: 120 deg F, ambient; 180 deg F, material surfaces.

B.9 Structural Steel

Use high strength structural steel conforming to ASTM A 709, grade 50.

B.10 High-Strength Bolts

Furnish high-strength bolts and connection hardware as specified in standard spec 506.2.5.

C Construction

C.1 Selective Demolition

C.1.1 Examination

Verify that utilities have been disconnected and capped before starting selective demolition operations.

Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.

When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly report in writing to the engineer.

C.1.2 Utility Services and Mechanical / Electrical Systems

Existing Equipment/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off all utility services and mechanical/electrical systems serving areas to be selectively demolished.

C.1.3 Preparation

Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent building components and facilities to remain.

Temporary Shoring: Provide and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or damage to construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.

C.1.4 Selective Demolition, General

General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:

Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.

Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.

Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain fire watch and portable fire-suppression devices during flame-cutting operations.

Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.

Dispose of demolished items and materials promptly.

C.1.5 Removed and Relocated Items

Pack or crate items. Identify contents of containers.

Store items in a secure area until reinstalled on house.

Protect items from damage during transport and storage.

C.1.6 Removed and Reinstalled Items

See Article C.4: Bridge House Bell and Commemorative Plaque.

C.1.7 Existing Items to Remain

Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by the engineer, items may be removed during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

C.1.8 Disposal of Demolished Materials

General: Except for items or materials indicated to be reused, relocated, reinstalled, or otherwise indicated to remain City's property, remove demolished materials from Project site and legally dispose of them in an EPA-approved landfill.

Do not allow demolished materials to accumulate on-site.

Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

Disposal: Transport demolished materials off City's property and legally dispose of them.

C.1.9 Cleaning

Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

C.2 Storage and Protection

Upon removal from the bridge and until installation in the final location shown on the plans, store the operator's house in a location approved by the engineer within the project right-of-way for Unit 14 or within one of the temporary limited easements for this project. Additional approvals by the specific property owner may be needed to utilize areas within the temporary limited easements. At no time will the operator's house or any other construction materials or equipment be permitted to block access to the storage bins used by the City. Install shielding to protect the operator house from weather, occupation, vandalism, and damage due to construction operations that will not damage any elements of the operator's house to remain after the shielding is removed. The operator's house can be stored under or near the bridge, but no additional compensation will be paid for placement or relocating the operator's house to accommodate the contractor's construction operations. If the chosen location is determined by the engineer to require security fencing as an additional deterrent, install security fencing as required. No separate payment will be made for this fencing. Additional storage facilities will not be provided by the department or the City.

C.2.1 Storage and Protection Plan

Submit a storage and protection plan to the engineer for approval before removing the operator's house from the bridge. Include in this plan the following: the temporary storage location(s), the method of supporting and moving the operator house to and from the temporary storage location(s), materials to be used to store and protect the operator's house, methods and materials for securing door and windows, methods and materials used to secure shielding to or around the operator's house, methods used to prevent removal of shielding during storage, and method of removal of shield after storage is complete.

C.3 Rough Carpentry

Framing Standard: Comply with AF&PA's WCD 1, "Details for Conventional Wood Frame Construction," unless otherwise indicated.

Comply with AWWA M4 for applying field treatment to cut surfaces of preservative-treated lumber.

Comply with applicable recommendations in APA Form No. E30, "Engineered Wood Construction Guide," for types of structural-use panels and applications indicated.

Securely attach rough carpentry work to substrate by anchoring and fastening as indicated, complying with the following:

NES NER-272 for power-driven fasteners.

Table 2304.9.1, "Fastening Schedule," in ICC's International Building Code.

C.4 Copper Metal Panels

C.4.1 Examination and Preparation

Examine wood backing to verify that backing joints are supported by framing or blocking and that tops of fasteners are flush with surface.

C.4.3 Installation, General

General: Install sheet metal to comply with details shown and recommendations in SMACNA's "Architectural Sheet Metal Manual" that apply to installation characteristics required unless otherwise indicated on Drawings.

Install sheet metal panels true to line, levels, and slopes. Provide uniform, neat seams with minimum exposure of solder, welds, and sealant.

Anchor sheet metal panels and other components of the Work securely in place, with provisions for thermal and structural movement.

Locate and space fastenings in uniform vertical and horizontal alignment. Match existing fastener locations as closely as practicable. Predrill panels for fasteners.

Lap metal flashing over underlaying existing sheeting to direct moisture to run off.

Metal Protection: Where dissimilar metals contact each other, or where metal contacts pressure-treated wood or other corrosive substrates, protect against galvanic action or corrosion by painting contact surfaces with bituminous coating, by applying self-adhering sheet underlayment to each contact surface, or by other permanent separation as recommended by sheet metal manufacturer or SMACNA.

C.4.4 Sheet Metal Panel Installation

Fabricate and install work with lines and corners of exposed units true and accurate. Form exposed faces flat and free of buckles, excessive waves, and avoidable tool marks, considering metal temper and reflectivity. Provide uniform, neat seams with minimum exposure of solder, welds, and sealant. Fold back sheet metal to form hem on concealed side of exposed edges unless otherwise indicated.

Seal joints as required for watertight construction. Prepare joints and apply sealants to comply with requirements in "Joint Sealants" section.

C.4.5 Cleaning and Protection

Clean off excess sealants.

Remove temporary protective coverings and strippable films as sheet metal work is installed.

C.5 FRP Doors with Aluminum Frames

C.5.1 Examination

Examine substrates and conditions for compliance with requirements for installation tolerances and other conditions affecting performance of the work.

Proceed with installation only after unsatisfactory conditions have been corrected.

All opening measurements are the responsibility of installer.

C.5.2 Installation

Install aluminum frames and FRP door work plumb, rigid, properly aligned, and securely fastened in place; comply with Drawings and manufacturer's written instructions.

Installers to view manufacturer's installation video. Install doors in accordance with manufacturer's instructions and

Install doors plumb, level, square, true to line, and without warp or rack.

Separate aluminum from other surfaces with bituminous coatings or other means approved by the engineer.

Anchor frames securely in place. In-Place Concrete: Secure frames in place with post-installed expansion anchors. Countersink anchors, and fill and make smooth, flush, and invisible on exposed faces.

Set thresholds in a full bed of quick-set mortar or non-shrink grout and caulk all edges of threshold.

Install exterior doors to be weathertight in closed position.

Repair minor damages to finish in accordance with manufacturer's instructions.

Remove and replace damaged components that cannot be successfully repaired as determined by the engineer.

Arrange an in-service session at Owner's convenience.

Any workmanship which is defective or deficient shall be corrected to the Owner's satisfaction and at no additional cost to the Owner.

Fit FRP doors accurately in frames, within clearances specified below. Shim as necessary.

Jamb and Head: 1/8 inch plus or minus 1/16 inch.

Between Bottom of Door and Top of Threshold: Maximum 3/8 inch.

C.5.3 Adjusting, Cleaning and Protection

Adjust doors, hinges, and locksets for smooth operation without binding.

Clean doors promptly after installation in accordance with manufacturer's instructions.

Do not use harsh cleaning materials or methods that would damage finish.

Protect installed doors to ensure that, except for normal weathering, doors will be without damage or deterioration at time of substantial completion.

C.6 Aluminum Windows

C.6.1 Examination

Examine openings, substrates, structural support, anchorage, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.

Verify rough opening dimensions, levelness of sill, and operational clearances.

Proceed with installation only after unsatisfactory conditions have been corrected.

C.6.2 Installation

Comply with manufacturer's written instructions for installing windows, hardware, accessories, and other components. For installation procedures and requirements not addressed in manufacturer's written instructions, comply with installation requirements in ASTM E 2112.

Install windows level, plumb, square, true to line, without distortion or impeding thermal movement, anchored securely in place to structural support, and in proper relation to wall flashing and other adjacent construction to produce weathertight construction.

Install windows and components to drain condensation, water penetrating joints, and moisture migrating within windows to the exterior.

Separate aluminum and other corrodible surfaces from sources of corrosion or electrolytic action at points of contact with other materials.

Install interior decorative grilles in a pattern similar to those in the original 1927 operator house drawings.

C.6.3 Field Quality Control

Testing Agency: the department will engage a qualified testing agency to perform tests and inspections.

Testing and inspecting agency will interpret tests and state in each report whether tested work complies with or deviates from requirements.

Testing Services: Testing and inspecting of installed windows shall take place as follows:

Testing Methodology: Testing of windows for air infiltration and water resistance shall be performed according to AAMA 502.

Air-Infiltration Testing:

Test Pressure: That required to determine compliance with AAMA/WDMA/CSA 101/I.S.2/A440 performance class indicated.

Allowable Air-Leakage Rate: 1.5 times the applicable AAMA/WDMA/CSA 101/I.S.2/A440 rate for product type and performance class rounded down to one decimal place.

Water-Resistance Testing:

Test Pressure: Two-thirds times test pressure required to determine compliance with AAMA/WDMA/CSA 101/I.S.2/A440 performance grade indicated.

Allowable Water Infiltration: No water penetration.

Testing Extent: Three windows of each type as selected by Architect and a qualified independent testing and inspecting agency. Windows shall be tested after perimeter sealants have cured.

Test Reports: Prepared according to AAMA 502.

Remove and replace noncomplying windows and retest as specified above.

Additional testing and inspecting, at contractor's expense, will be performed to determine compliance of replaced or additional work with specified requirements.

Prepare test and inspection reports.

C.6.4 Adjusting, Cleaning and Protection

Adjust operating sashes and hardware for a tight fit at contact points and weather stripping for smooth operation and weathertight closure.

Clean exposed surfaces immediately after installing windows. Avoid damaging protective coatings and finishes. Remove excess sealants, glazing materials, dirt, and other substances.

Keep protective films and coverings in place until final cleaning.

Remove and replace glass that has been broken, chipped, cracked, abraded, or damaged during construction period.

Protect window surfaces from contact with contaminating substances resulting from construction operations. If contaminating substances do contact window surfaces, remove contaminants immediately according to manufacturer's written instructions.

C.7 Door Hardware

C.7.1 Preparation

For surface applied door hardware, drill and tap doors and frames according to ANSI/SDI A250.6.

Review methods and procedures related to electrified door hardware including, but not limited to, the following:

Inspect and discuss preparatory work performed by other trades.

Inspect and discuss electrical roughing-in for electrified door hardware.

C.7.2 Installation

Mounting Heights: Mount door hardware units at heights to comply ANSI/SDI A250.8. unless otherwise required to comply with governing regulations.

Install each door hardware item to comply with manufacturer's written instructions. Where cutting and fitting are required to install door hardware onto or into surfaces that are later to be painted or finished in another way, coordinate removal, storage, and reinstallation of surface protective trim units with finishing. Do not install surface-mounted items until finishes have been completed on substrates involved.

Set units level, plumb, and true to line and location. Adjust and reinforce attachment substrates as necessary for proper installation and operation.

Drill and countersink units that are not factory prepared for anchorage fasteners. Space fasteners and anchors in accordance with industry standards.

Set thresholds for exterior doors in full bed of butyl-rubber or polyisobutylene sealant.

C.7.3 Adjusting

Adjust and check each operating item of door hardware and each door to ensure proper operation or function of every unit. Replace units that cannot be adjusted to operate as intended.

Door Closers: Adjust sweep period to comply with accessibility requirements and requirements of authorities having jurisdiction.

C.8 Glazing

C.8.1 Installation

Comply with combined written instructions of manufacturers of glass, gaskets, and other glazing materials, unless more stringent requirements are indicated, including those in referenced glazing publications.

Adjust glazing channel dimensions as required by Project conditions during installation to provide necessary bite on glass, minimum edge and face clearances, and adequate sealant thicknesses, with reasonable tolerances.

Glaze aluminum windows in the factory. Protect glass edges from damage during handling and installation. Remove damaged glass from Project site and legally dispose of off Project site. Damaged glass is glass with edge damage or other imperfections that, when installed, could weaken glass and impair performance and appearance.

Install setting blocks in sill rabbets, sized and located to comply with referenced glazing publications, unless otherwise required by glass manufacturer.

Do not exceed edge pressures stipulated by glass manufacturers for installing glass lites.

Provide spacers for glass lites where length plus width is larger than 50 inches.

Provide edge blocking where needed to prevent glass lites from moving sideways in glazing channel, as recommended in writing by glass manufacturer and according to requirements in referenced glazing publications.

Glazing Tape:

Position tapes on fixed stops so that, when compressed by glass, their exposed edges are flush with or protrude slightly above sightline of stops.

Install tapes continuously, but not necessarily in one continuous length. Do not stretch tapes to make them fit opening.

Cover vertical framing joints by applying tapes to heads and sills first and then to jambs. Cover horizontal framing joints by applying tapes to jambs and then to heads and sills.

Place joints in tapes at corners of opening with adjoining lengths butted together, not lapped. Seal joints in tapes with compatible sealant approved by tape manufacturer.

Center glass lites in openings on setting blocks and press firmly against tape.

Gaskets:

Cut compression gaskets to lengths recommended by gasket manufacturer to fit openings exactly, with allowance for stretch during installation.

Insert compression gasket between glass and pressure-glazing stop so it is securely in place with joints miter cut and bonded together at corners.

Install pressure-glazing stops, applying pressure uniformly to compression gaskets. Compress gaskets to produce a weathertight seal without developing bending stresses in glass.

Install gaskets so they protrude past face of glazing stops.

C.8.2 Cleaning and Protection

Protect exterior glass from damage immediately after installation by attaching crossed streamers to framing held away from glass. Do not apply markers to glass surface. Remove nonpermanent labels and clean surfaces.

Protect glass from contact with contaminating substances resulting from construction operations. If, despite such protection, contaminating substances do come into contact with glass, remove substances immediately as recommended in writing by glass manufacturer.

Examine glass surfaces adjacent to exterior concrete and other masonry surfaces at frequent intervals during construction, but not less than once a month, for buildup of dirt, scum, alkaline deposits, or stains; remove as recommended in writing by glass manufacturer.

Remove and replace glass that is broken, chipped, cracked, or abraded or that is damaged from natural causes, accidents, and vandalism, during construction period.

C.9 Structural Steel

Perform work in accordance with standard spec 506.3.

D Measurement

The department will measure Removing, Repairing & Reinstalling Bridge Operator's House as an Exhibit as each individual bridge operator's house removed, stored, protected, repaired and reinstalled as a historical interpretive exhibit 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.0060.523	Removing, Repairing & Reinstalling Bridge Operator's House as an Exhibit	EACH

Payment is full compensation for all materials, labor and incidentals for the removal, storage, protection, repair and reinstallation of one bridge operator's house as an exhibit, including cleaning and preparing the existing concrete surface that the foundation is placed on, adhesive anchors and dowels, concrete masonry foundation, steel reinforcement, removal of the operator's house from the bridge, relocation of the operator's house to the location shown on the plans, structural steel, concrete surface repairs, metal fabrications, rough carpentry, copper metal siding panels, joint sealants, FRP doors and aluminum frames, door hardware, aluminum windows with security glazing, painting, and securing the house to the new foundation in accordance with the drawings and as set forth in these specifications.

41. Interpretive Exhibit Sign Support, Item SPV.0060.524.

A Description

This special provision describes providing a historical interpretive exhibit sign support as the plans show and as directed by the engineer.

B Materials

Furnish concrete masonry as specified in standard spec 501.2.

Furnish steel reinforcement as specified in standard spec 505.2.4.

Furnish structural steel for sign as specified in standard spec 506.

Furnish connection hardware as specified in standard spec 506.2.

The graphical content for the sign panel and the sign panel will be provided by the City.

C Construction

Perform work in accordance with standard spec 506.3. Do not excavate existing ground material. Compact and level the existing ground, then construct the new concrete foundation. Mount structural steel in accordance with standard spec 502.

Fill will be added around the sign as part of a different bid item as indicated in the plans.

Sign panel will be installed by the City.

D Measurement

The department will measure Interpretive Exhibit Signage as each sign 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.0060.524	Interpretive Exhibit Sign Support	EACH

Payment is full compensation for providing, fabricating, preparing, and placing historical interpretive exhibit signage, including the concrete foundation, steel reinforcement, leveling and compacting existing grade, two structural steel mounting posts, painting, connection hardware, installation at the location shown on the plans and all other incidental work required to provide the complete sign support.

42. Install Historical Marker Plaque, Item SPV.0060.525.

A Description

This special provision describes installing bronze historical marker plaques as directed by the engineer.

B Materials

The two plaques will be provided by the city.

Furnish countersunk concrete anchors as specified in standard spec 502.

Furnish a non-shrink grout conforming to standard spec 506.3.30 for bearings and anchorages.

C Construction

Install one plaque at each end of the viaduct. Install one plaque at the north end of Unit 17 in the east parapet. Install one plaque next to the existing name plate at the south end of the viaduct near Pierce Street.

Perform work in accordance with standard spec 506.3.

Neatly sawcut and remove enough concrete to recess the new plaque into the existing concrete. Use countersunk concrete anchors to hold the plaque in place, then secure the new plaque with epoxy grout, taking care to maintain a neat and smooth appearance.

D Measurement

The department will measure Historical Marker Plaques as each individual plaque acceptably installed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.525	Install Historical Marker Plaque	Each

Payment is full compensation for placing and securing each historical marker plaque.

43. Connecting Downspout to Existing Sewer, Item SPV.0060.526.

A Description

This special provision describes furnishing all labor and materials for the connection of new downspouts to existing storm sewer pipe at Bent 59.

B Materials

Use materials conforming to the requirements of standard spec 514.

C Construction

Connection to the existing sewer pipe may be made at the lower elbow joint or to the angled pipe. Any modifications to sewer pipe shall be saw cut. Connect the new downspout to the existing sewer pipe with a coupling or by means approved by the engineer. Any additional pipe or materials required to make the connection are considered incidental to this bid item. Removal of portions of the existing pipe and repairs necessary to make the connection are also considered incidental to this bid item.

D Measurement

The department will measure Connecting Downspout to Existing Sewer by each location, 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.0060.526	Connecting Downspout to Existing Sewer	EACH

Payment is full compensation for field verifying size of sewer pipe, providing all material, inclusion of coupling, pipe or joints; for disposing of surplus material, removing portions of the existing sewer, and restoring the work site.

44. Floor Drains Type H Modified, Item SPV.0060.527.

Construct the Floor Drains Type H Modified in accordance with standard spec 514 and according to the plan details. Floor Drains Type H Modified shall be similar to standard bid item 514.0460 except for orientation parallel curb and larger grate.

45. Center Shear Transfer Device, Item SPV.0060.544.

A Description

This special provision describes fabricating, furnishing, casting, machining, preparing, delivering, and erecting the weldments, bearings, plates, shims, and miscellaneous components required for a completed device as indicated on the plans.

Conform to standard spec 506 except as modified in this special provision.

B Materials

B.1 Structural Steel

Use high strength structural steel conforming to ASTM A 709, grade 50 and special provision Bridge Structural Steel.

B.2 Steel Forgings

Use steel for forged parts conforming to standard spec 506.2.3.5 and as follows:

Meet the requirements of AASHTO Specification M102 (ASTM A668) for all alloy steel forgings unless otherwise indicated or approved by the Engineer.

Reduce all forgings to size from a single bloom or ingot until homogeneity is secured. Ensure that the blooms or ingots, from which lock bars are to be made, have a cross-sectional area at least three times that required after finishing. Ensure that no forging be done at less than a red heat.

Ultrasonically test all lock bars in accordance with ASTM A388 after normalizing, heat treatment and rough machining. Immersion testing is the preferred method. The maximum permissible indication shall be flat-bottom hole 1/4-inch. Indications greater than 1/4-inch may be cause for rejection. Submit test results, whether positive or negative, to the Engineer.

Magnetic particle test all lock bars in accordance with ASTM A275 after finish machining, resulting in no crack indications. Forgings that do not pass this test may be rejected. Submit test results, whether positive or negative, to the Engineer.

All surfaces of lock bars shall be machine finished.

B.3 Laminated Elastomeric Bearings

Furnish laminated elastomeric bearings conforming to standard spec 506.2.6.

B.4 High-Strength Bolts

Furnish high-strength bolts and connection hardware as specified in standard spec 506.2.5.

B.5 Painting Steel

Paint all new steel in accordance to Painting Epoxy System Structure B-40-550-14.

C Construction

C.1 General

Perform work in accordance with standard spec 506.3.

C.2 Structural Steel

Install steel as described in special provision Bridge Structural Steel and on the plans. Field drill holes as indicated on the plans and following the installation sequence shown on the plans.

C.3 Laminated Elastomeric Bearings

Install laminated elastomeric bearings in conformance with Section 506 and as described in the plans.

C.3.1 Elastomeric Bearing Precompression

At the end of fabrication, precompress each center shear transfer device using the eight temporary clamping bolts, four per bearing, as shown on the plans. Ship the bearings with the temporary clamping bolts, and do not remove the temporary clamping bolts until the center shear transfer device installation on the bridge is complete as described on the plans.

C.3.2 Temperature for Setting Bearings

The two elastomeric bearings that are part of each center shear transfer device are designed to accommodate temperature movement of the bascule span. If the temperature is not between 45 and 75 degrees Fahrenheit, the bearings will need to be pushed/pulled to set the center shear transfer device in the proper position according to the temperature at the time of installation. Submit this procedure to the engineer for approval prior to setting the bearings.

C.4 Field Drilling

Field drilling will be required to properly align each center shear transfer device. Take care to follow the installation procedure shown on the plans, and do not drill field drilled holes until the proper alignment is determined. Field-drilled holes in incorrect locations may be cause for rejection of the center shear transfer device.

C.5 Installation Sequence

Follow the installation sequence shown on the plans. Failure to follow the installation sequence shown on the plans, without written approval, may result in rejection of the center shear transfer device.

D Measurement

The department will measure Center Shear Transfer Device as each individual center shear transfer device acceptably completed. Each individual Center Shear Transfer Device is defined as one lockbar forging, two laminated elastomeric bearings, two steel plates that are vulcanized to the elastomeric bearings, two weldments that are vulcanized to the elastomeric bearings, four bolts connecting the two weldments to the lockbar, sixteen wire-locked high strength bolts, and eight temporary clamping bolts.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.544	Center Shear Transfer Device	EACH

Payment is full compensation for providing, testing, fabricating, casting, machining, preparing, transporting, erecting, field drilling, installing, aligning, painting, and setting the center shear transfer device including all items defined above acceptably completed.

46. Rivet Replacement with High Strength Bolts, Item SPV.0060.550.

A Description

This special provision describes removing deteriorated rivets and furnishing and installing replacement high strength steel bolts at specific locations where existing rivets are heavily deteriorated and are not otherwise required to be removed as part of replacing structural members, plates, and other steel elements of the bridge as the plans show, and the engineer directs.

B Materials

Furnish galvanized high-strength bolts, nuts, and washers conforming to the requirements of standard spec 506.2.5.

Provide replacement bolts with a diameter no smaller than the rivets they replace.

C Construction

Determine rivets to be removed based on condition. Generally, if 10% of the rivet head volume is damaged or missing, mark the rivet for replacement. Prior to rivet removal, submit to the engineer the locations and sequence of rivet removal. Remove and replace rivets one at a time unless authorized by the engineer to remove more than one rivet prior to replacing the rivet. Ensure connected metal elements are not damaged by rivet removal operations. Install replacement bolts conforming to standard spec 506.3.

Remove rivets by cutting heads off and driving shanks out mechanically with an air hammer or by drilling through the shank. Prior to the beginning of work, the contractor shall submit proposed detailed rivet removal procedure for approval by the engineer. Burning out of rivet or rivet heads is not allowed unless the contractor requests in writing to use such a procedure and it is approved by the engineer. The engineer reserves the right to require demonstrations of such proposed procedures on an agreed upon location of the existing structure in order to determine acceptability. The engineer reserves the right to suspend such procedures during the project if deficiencies in the work are found.

D Measurement

The department will measure Rivet Removal and Replacement by each rivet removed and replaced by a bolt where not required as part of replacing structural members, plates, and other steel elements of the bridge.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.550	Rivet Replacement with High Strength Bolts	EACH

Payment is full compensation for removing rivets and replacing them with bolts at locations shown on the plans and those locations directed by the engineer. Payment includes furnishing of the replacement bolts, nuts, and washers.

Rivets removed as part of replacing structural members, plates and other steel elements of the bridge will not be paid for under this pay item.

47. Trunnion Shaft Machining, Item SPV.0060.566; Refurbish Trunnions and Trunnion Bearings, Item SPV.0060.567.

A Description

This special provision describes refurbishing all existing trunnions and trunnion bearings. Existing trunnions are made up of trunnion spider hubs, hub turned bolts and trunnion shafts. Refurbishing of existing trunnions includes cleaning of exposed surfaces, replacement of deteriorated hub turned bolts and probable machining of trunnion shafts. The amount of machining required will be based on the condition of the trunnion journal surface. Existing trunnion bearings are made up of bearing bases, base turned bolts, half bushings, bearing liners, bearing caps and cap turned bolts. Refurbishing of existing trunnion bearings includes temporary removal of the bearing assemblies and shop rehabilitation. Rehabilitation of the existing bearings includes new half bushings with securing dowels and new bearing liners with securing screws. It also includes new base and cap turned bolts.

B Materials

B.1 Turned Bolts

Provide turned bolts with turned shanks, cut threads, and washer-faced hexagonal heads. For the finished shank of all turned bolts, use 1/16 inch larger in diameter than the thread. Determine the head and nut dimensions based on the thread diameter. For the shank of turned bolts, use a Class LC6 fit in the finished holes in accordance with ANSI Standard B4.1. The material for the turned bolts shall meet the requirements of ASTM A449.

Furnish turned bolts with heavy series heads and nuts. Dimensions of all bolt heads and nuts are to be in accordance with ANSI Standard B18.2, Square and Hexagonal Bolts and Nuts.

Threads for bolts and nuts shall conform to the coarse thread series and have a Class 2 tolerance for bolts and nuts or Class 2A tolerance for bolts and Class 2B tolerance for nuts in accordance with ANSI Standard B1.1, Unified Inch Screw Threads.

Furnish turned bolts with hardened plain washers meeting the requirements of ASTM F436.

Furnish turned bolts with nuts meeting the requirements of ASTM A563. Provide double nuts as required.

B.2 Half Bushings

Provide cast bronze half bushings meeting the requirements of AASHTO Specification M107 (ASTM B22) and Copper Alloy UNS No. C91100 unless otherwise indicated or approved by the engineer.

B.3 Bearing Liners

Provide rolled bronze or brass bearing liners. Provide liners with laminated construction where at least 1/8 inch of the liner thickness is capable of adjustment in increments of 0.003 of an inch. Cut the edges of the liners toward the shaft journal to fit the shaft shoulder fillets where they occur and cut square and flush with bushing end if there is no change in shaft diameter.

C Construction

C.1 Trunnion Spider Hubs

Trunnion spider hubs shall be inspected by the contractor and the engineer. After the inspection, the engineer will define which of the existing hub turned bolts require replacement. Refer to the plans for estimated quantity of hub turned bolts requiring replacement. Remove and replace turned bolts one at a time, except as approved by the engineer.

C.2 Trunnion Shaft Machining

Trunnion shafts shall be inspected by the contractor and the engineer. After the inspection, the engineer will provide guidance on the amount of machining required. In general, the bottom 180 degrees of the trunnion journal should have a 32 micro-inch surface finish or smoother.

Per the 1928 Shop Drawings, the trunnion journals are detailed with grease grooves. Consider using a temporary fill in these grooves during trunnion shaft machining. Once the machining work is completed and the temporary fill removed, make smooth the transition between grease grooves and trunnion journal to eliminate edges.

D Measurement

The department will measure Trunnion Shaft Machining for each unit acceptably completed, for the effort to remove by machining up to 1/8 inch of material from the diameter (up to 1/16 inch of material removed from radius around the full circumference) of individual trunnion journals. For each trunnion shaft, there are two trunnion journals. Each trunnion journal is the area enclosed within the trunnion bearing. If additional machining beyond 1/8 inch of diameter is required, prior approval from the engineer will be required for payment of any additional machining. If no machining is required at an individual trunnion journal, no payment will be made for Trunnion Shaft Machining at that location.

The department will measure Refurbish Trunnions and Trunnion Bearings by the unit each acceptably refurbished. One unit is considered as two trunnion spider hubs, one trunnion shaft, and two trunnion bearings. New half bushings, liners, cap turned bolts, base turned bolts, and turned bolts at each spider hub set will be included in each Refurbish Trunnion and Trunnion Bearings item and will not be measured separately for payment.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.566	Trunnion Shaft Machining	EACH
SPV.0060.567	Refurbish Trunnions and Trunnion Bearings	EACH

Payment for Trunnion Shaft Machining is full compensation for measuring, machining and recording the finished diameter and surface finish of individual trunnion journals.

Payment for Refurbish Trunnions and Trunnion Bearings is full compensation for refurbishing each trunnion spider hub set, including replacement of hub turned bolts, refurbishment of exposed trunnion shaft, and rehabilitation and reinstallation of two trunnion bearings, including new half bushings, liners, cap turned bolts and base turned bolts.

**48. North Operating Machinery Demolition, Item SPV.0060.571;
South Operating Machinery Demolition, Item SPV.0060.572;
Span Lock Machinery Demolition, Item SPV.0060.573.**

A Description

Conform to standard spec 203 as supplemented by this special provision.

This work consists of a complete demolition of the existing bridge operating machinery and span lock machinery. Demolition work includes the removal and either disposal or, where requested by the City, the relocation of existing machinery components. Unless otherwise requested by the City, all removed machinery components shall become property of the contractor, and disposed of in accordance with all local, state, and federal regulations. Equipment to be demolished shall include, but shall not be limited to, all machinery, machinery supports and any associated instrumentation, as shown on the plans. For the gearset to be relocated as part of the interpretive exhibit, store the gears in a manner that they are protected from weather and vandalism until their final installation in the exhibit.

B Materials

Remaining exposed steel surfaces from the removal of machinery shall be blast cleaned and painted in accordance with the requirements for all other bridge structural steel. Plug all resulting holes with ASTM F3125 Grade A325 fasteners each with two ASTM F436 Type 1 Hardened Washer, and one A563 Grade DH Heavy Hex Nut or approved equal. Select fastener sizes to match the existing bolts that are removed.

C Construction

Provide temporary access, equipment, scaffolding, railing, etc., as needed, to allow the work to be safely performed in accordance with OSHA requirements.

Protect all structure to remain free from damage or defacement caused by the contractor's operations. Any such damage or defacement must be promptly repaired or cleaned to the satisfaction of the engineer at no extra cost.

Some machinery will be removed from the bridge, cleaned, painted, and relocated to the south side of the river as an interpretive exhibit at ground level as shown on the plans and described in the associated special provision.

Submit a machinery removal and clean-up plan. Do not start removal work without the engineer's written approval of the plan. Include the following information in the machinery removal and clean-up plan:

Methods and schedule to remove the machinery.

Methods to control potentially harmful environmental impacts.

Methods for removal that prevent all pieces from entering the waterway.

D Measurement

The department will measure North Operating Machinery Demolition as a unit each acceptably completed for the effort to remove all operating machinery as defined on the plans, located on the North Bascule Leaf and North Trunnion Tower.

The department will measure South Operating Machinery Demolition as a unit each acceptably completed for the effort to remove all operating machinery as defined on the plans, located on the South Bascule Leaf and South Trunnion Tower.

The department will measure Span Lock Machinery Demolition as a unit each for the effort to remove all span lock machinery from both leaves.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.571	North Operating Machinery Demolition	EACH
SPV.0060.572	South Operating Machinery Demolition	EACH
SPV.0060.573	Span Lock Machinery Demolition	EACH

Payment for North Operating Machinery Demolition is full compensation for removing and disposing of all machinery, machinery supports, and any associated instrumentation located on the North Bascule Leaf or North Trunnion Tower as shown on the plans.

Payment for South Operating Machinery Demolition is full compensation for removing and disposing of all machinery, machinery supports, and any associated instrumentation located on the South Bascule Leaf and South Trunnion Tower as shown on the plans, except as otherwise directed for portions of the machinery to be relocated.

Payment for Span Lock Machinery Demolition is full compensation for removing and disposing of all machinery, machinery supports, and any associated instrumentation as shown on the plans.

49. Electrical Demolition, Item SPV.0060.574.

A Description

The special provision describes the demolition and removal of the existing equipment to be removed and disposed of as shown in the plans.

The work at the existing bridge site includes, but not limited to disconnecting, removing, transporting, and disposing of the following equipment:

1. All exterior conduits and all bridge wiring in ducts, raceways and conduits on the bridge as well as gate and traffic signal wiring on both bridge approaches, disconnected and removed under this contract.
2. Disconnecting devices, field devices, conduit brackets, hangers, clamp fittings and other hardware no longer needed.
3. Incoming service wiring, existing incoming service conduit and other appurtenant devices.
4. Existing, traffic signals, warning gates, and all associated equipment on each approach.
5. Existing span motors, cabinets, resistor grids, instrumentation, control desk, control cabinet and relays, power panelboards, transformers, and other miscellaneous electrical equipment.
6. Span navigation signals and pier lights.
7. All conduit wire attached to the structure, exposed portions of submarine cables, and submarine cable terminal cabinets.
8. Roadway lighting fixtures, poles, junction boxes, conduit and wiring shown on plans.
9. Any other miscellaneous equipment noted on the plans.

Protect from damage all existing facilities, apparatus, cables, wiring and other equipment which are to remain in place on the bridge. Promptly repair or clean any damage or defacement to the satisfaction of the engineer at no extra cost. If in the opinion of the engineer, the contractor's rehabilitation work requires temporary removal of existing equipment for proper protection, such removal and remounting shall be performed at no extra cost to the department.

Prior to removal of previously listed items, confer with the engineer as to which items are to be retained. Remove these items, properly store in a protected area, and deliver to a location specified by the engineer. At no additional cost, all remaining existing materials and equipment removed under this item becomes the property of the contractor and must be removed from the site and disposed properly.

B Materials

Upon completion of the work, the contractor shall repair all damaged or defaced areas exposed by the removal of equipment, or caused by his operations, in a workmanlike manner satisfactory to the engineer. Small bolt holes in concrete surfaces shall be filled with epoxy mortar. Holes in structural steel or architectural trim shall be repaired, and painted surfaces shall be repainted after being repaired. Any holes in the ground shall be filled with earth topsoil and suitably landscaped to match the surrounding areas.

C Construction

Submit sequence of work and other pertinent information for review as specified herein, and as specified in other special provisions.

Review by the engineer of contractor's construction details does not relieve the contractor of the responsibility of compliance with the contract specifications; and does not relieve the contractor of the responsibility for providing adequate quality control measures; and does not relieve the contractor of the responsibility for providing proper and sufficient materials, equipment and labor to complete the approved work in accordance with the contract documents.

Unless otherwise stated in the contract documents, do not commence any portion of the demolition and removal until the sequence of work has been approved by the engineer.

D Measurement

The department will measure Electrical Demolition as a unit each for the effort to remove all electrical equipment described herein or as shown on the plans.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0060.574	Electrical Demolition	EACH

Payment for Electrical Demolition is full compensation for removing and disposing of all electrical equipment as shown on the plans and specified herein.

50. Remove Timber Fender Systems B-40-550-14, Item SPV.0060.587; Remove Timber Dolphins B-40-550-14, Item SPV.0060.588.

A Description

This special provision describes the removal of two existing timber fender systems and four existing timber dolphins; coordination with USGS regarding monitoring equipment; use of debris capture, turbidity barrier or other means during the removal of the timber fender system and timber dolphins to minimize turbidity and prevent contaminated sediments from migrating away from the project area, and for disposing of the resulting materials.

B (Vacant)

C Construction

C.1 Best Management Process for Control Turbidity and Sediments

PILE REMOVAL

Crane operator shall be experienced in timber pile removal. Timber components (a.k.a. timbers or piles) shall be removed slowly. This will minimize turbidity in the water column as well as sediment disturbance. Pulled pile shall be placed in a containment basin to capture any adhering sediment. This shall be done immediately after the pile is initially removed from the water.

A. Vibratory extraction

1) This is the preferred method of pile removal. Vibratory extraction shall always be employed first unless the pile is too decayed or short for the vibratory hammer to grip. After consultation with engineer, the alternative options listed below may be used.

2) The vibratory hammer is a large mechanical device (5-16 tons) that is suspended from a crane by a cable. The hammer is activated to loosen the piling by vibrating as the piling is pulled up. The hammer is shut off when the end of the piling reaches the mudline.

3) Operator shall "Wake up" pile to break up bond with sediment.

B. Direct Pull

1) This method is optional if the contractor determines it to be appropriate for the substrate type, pile length, and structural integrity of the piling. Vibratory extractor must be attempted first unless there is risk of greater disturbance of sediments.

2) Piling is wrapped with a choker cable or chain that is attached at the top to a crane. The crane pulls the piling directly upward, removing the piling from the sediment.

C. Clamshell Removal

- 1) Broken and damaged pilings that cannot be removed by either the vibratory hammer or direct pull may be removed with either a clamshell bucket or environmental clamshell.
- 2) A clamshell is a hinged steel apparatus that operates like a set of steel jaws. The bucket is lowered from a crane and the jaws grasp the piling stub as the crane pulls up.
- 3) The size of the clamshell bucket shall be minimized to reduce turbidity during piling removal.
- 4) The clamshell bucket shall be emptied of material onto a contained area on the barge before it is lowered into the water.

D. Cutting

- 1) Cutting the pile is required if the pile breaks at a point two (2) feet or greater above the mudline (streambed).
- 2) If a pile is broken or breaks during extraction, all of the methods listed below should be used to cut the pile.
 - a. Piles shall be cut approximately one (1) to two (2) feet above the mudline (streambed).
 - b. No hydraulic jetting devices shall be used to move sediment away from piles.
 - c. The contractor shall provide the location of all the broken and cut piles using a GPS.

BARGE OPERATIONS, WORK SURFACE, CONTAINMENT

A. Work surface on barge deck or pier, or upland staging area shall include a containment basin for all treated materials and any sediment removed during pulling. Creosote shall be prevented from re-entering the water. Uncontaminated water run-off can return to the waterway.

- 1) Containment basin shall be constructed of durable plastic sheeting with continuous sidewalls supported by hay bales, ecology blocks, other non-contaminated materials, or support structure to contain all sediment and creosote. Containment basin shall be lined with oil absorbent boom.
- 2) Work surface on barge deck and adjacent pier shall be cleaned by disposing of sediment or other residues along with cut off piling as described previously herein.
- 3) Containment basin shall be removed and disposed as described previously herein or in another manner complying with applicable federal and state regulations.
- 4) Upon removal from substrate the pile shall be moved expeditiously from the water into the containment basin. The pile shall not be shaken, hosed-off, left hanging to drip or any other action intended to clean or remove adhering material from the pile.

DEBRIS CAPTURE IN WATER

- A. A floating surface boom shall be installed to capture floating surface debris. The floating boom shall be equipped with absorbent pads to contain any oil sheens. Debris will be collected and disposed of along with cut off piling as described previously herein.
- B. The boom may be anchored with four or fewer ½ ecology blocks or a similar anchoring device. These anchors must be removed once the project is complete. The anchor system shall be located to avoid damage from vessel props. The line length between the anchor and surface float shall not exceed the water depth as measured at time of installation. The buoy system shall include a subsurface float designed to keep the line between the anchor and surface float from contacting the riverbed.
- C. The boom shall be located at a sufficient distance from all sides of the structure or piles that are being removed to ensure that contaminated materials are captured. The boom shall stay in its original location until any sheen present from removed pilings has been absorbed by the boom.
- D. Debris contained within boom shall be removed at the end of each workday or if there is a chance that debris may escape the boom.
- E. To the extent possible all sawdust shall be prevented from contacting beach, bed, or waters of the state. For example, sawdust on top of decking should be removed immediately after sawing operations.
- F. Any sawdust that enters the water shall be collected immediately and placed in the containment basin.

G. Piles removed from the water shall be transferred to the containment basin without leaving the boomed area to prevent creosote from dripping outside of the boom.

TURBIDITY BARRIER

A, Contractor shall provide turbidity barriers with a float line and a submerged weight-chain for removal of all timber components. Details shall be similar to those details shown in WisDOT’s Standard Detail Drawing (SDD) 08E11 Turbidity Barrier.

B. Details of the proposed turbidity barrier shall be submitted to the department at least 14 days prior to installation.

C. Turbidity barriers shall be removed after all timber pilings and timber components have been removed from the river, subject to approval by the department.

RESUSPENSION/TURBIDITY

A. Crane operator shall be trained to remove pile from sediment slowly.

B. Removed piles shall be placed in a containment facility.

C. Sediments spilled on work surfaces shall be contained and disposed of with the pile debris at permitted upland disposal site.

C.2 Timber Piling Removal

Remove the creosoted timber piles in their entirety by pulling up vertically from the streambed.

Attachment of removal rigging or connections shall be made below any points of pile decay into the most sound sections of piling that are accessible.

Upon removal of the timber pilings, no backfilling of the remaining holes is to be performed.

C.2.1 Removal Contingency

If a pile is unable to be removed in its entirety and after confirming with the engineer and DNR that piling may be cut at 1 foot above the streambed and the upper portion removed.

This shall only be done on any individual piling in which removal, as described under C.1, was already attempted and was unsuccessful in its entirety.

C.3 Disposing of Materials

All timber material is noted on existing plans to be creosote treated and shall be disposed of per Notice to Contractor – Creosote Lumber and per Excavation, Hauling, and Disposal of Creosote Contaminated Soil, Item 205.0506.S

All soil and sediment that is brought to the surface as part of the removal operation shall be disposed of in accordance with the Excavation, Hauling, and Disposal of Creosote Contaminated Soil special provision.

C.4 United States Geological Survey (USGS) Coordination and Equipment

USGS equipment is currently located on the south timber fender system. It is expected that this equipment will be removed by the USGS prior to the start of construction. If equipment is still in place, contact the USGS to have the equipment moved. Contact the following USGS representative at least two weeks prior to planned removal of the fender system.

Peter Lenaker

plenaker@usgs.gov

608-821-3829

There is also land mounted USGS equipment on the south side of the Menomonee River and west of the bridge that must be protected from damage during construction and removal operations.

D Measurement

The department will measure Remove Timber Fender Systems B-40-550-14 and Remove Timber Dolphins B-40-550-14 as each item acceptably completed.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
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SPV.0060.587	Remove Timber Fender Systems B-40-550-14	EACH
SPV.0060.588	Remove Timber Dolphins B-40-550-14	EACH

Payment for Remove Timber Fender Systems B-40-550-14 and payment for Remove Timber Dolphins B-40-550-14 are full compensation for removal of the timber fender systems and timber dolphins, compliance with these special provisions for debris capture, turbidity control and control of sediments during removal operations, disposal of all materials and coordination with the USGS and regulatory agencies as necessary.

51. Protecting Utilities, Item SPV.0060.597.

A Description

This special provision describes providing protection and temporary mounting for all existing conduits, and utilities mounted to the superstructure and substructure, owned by multiple organizations, from construction operations.

B Materials

Furnish materials as required to protect all utilities during construction that are mounted to the superstructure and substructure and located within the work zone. Temporary mounting of utilities may be required during construction to facilitate other work.

C Construction

The bridge contractor shall provide adequate protection to ensure the safe operation and service of the utilities during construction which are mounted to the superstructure and substructure.

Utilities will remain in service during construction. The contractor shall install protection as needed to protect conduits hanging on the bridge from falling concrete or other debris during the contract work. The contractor shall provide temporary mounting as needed to facilitate the contract work where necessary.

Submit documentation on the proposed methods of utilities protection.

If City of Milwaukee light fixtures and/or conduits mounted to the bridge cannot be protected in place during work, the contractor shall temporarily disconnect electrical power during work, remove the fixture and/or conduit, reinstall the fixture and/or conduit after work is completed, and reconnect the electrical power.

D Measurement

The department will measure Protecting Utilities as one Each for the entire project 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.0060.597	Protecting Utilities	Each

Payment is full compensation for protecting all utilities, temporarily disconnecting utilities to access work zones and restore connections after work is done, and providing temporary mountings of the conduit during bridge construction.

52. Inline 5A Fast Acting Fuse with Holder; Item SPV.0060.881

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 the current Wisconsin Standard Specification for Highway and Structure Section 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 project engineer. A prototype maybe requested for submittal by the project 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 project 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 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. All splices shall be made by an electrician. For the purposes of this contract, an electrician is a person who served a four (4) year apprenticeship and passed state exams.

C.3. Splices

The contractor shall perform water tight 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 water tight 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. Install in-line watertight fuse holder at the following accessible location: (Option 1) in pole at the hand hole, (Option 2) in transformer breakaway base, (Option 3) in pull box due to the hand hole having insufficient room or accessibility, or there is no transformer breakaway base.

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 (EACH) unit of measure. This covers the fuse, holder, and insulated boot installed along with 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.0060.881	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.

53. Bridge Structural Steel, Item SPV.0085.510.

A Description

This special provision describes furnishing, fabricating, and erecting all new structural steel as shown on the plans. The work includes, but is not limited to, floor beams, stringers, lateral bracing, gusset plates, curb weldments, curb plates, embedded angles and plates around concrete openings, and all incidentals such as fill plates, connection material and shim packs.

Conform to standard spec 506 except as modified in this special provision.

B Materials

B.1 Structural Steel

Use high strength structural steel conforming to ASTM A 709, grade 50, unless otherwise noted.

B.2 High-Strength Bolts

Furnish high-strength bolts and connection hardware as specified in standard spec 506.2.5.

B.3 Painting Steel

Paint all new structural steel in accordance to Painting Epoxy System Structure B-40-550-14.

C Construction

C.1 General

Perform work in accordance with standard spec 506.3.

C.1.1 Shims

Unless noted otherwise on the plans, wherever shims are called for on the plans, furnish material such that the total shim pack thickness can be adjusted in increments of 1/32-inch for parts that have machined surfaces, or 1/16-inch for structural steel connections of parts not having machined surfaces. The plans indicate the nominal or theoretical thickness "t". Furnish a total shim pack thickness equal to 2 times the nominal thickness indicated. Provide plates of the following material thicknesses: t, t/2, t/4, t/8, t/16, etc. Use the minimum number of plates in the field to achieve the required thickness.

C.1.2 Finishing

Finish any welded assembly that is to be finished after all welding is complete. Anywhere the terms "Fin", "Finish", "Finished", or "Machined", or the finish symbol (\surd) appear on the plans, it means that the surface and faying surface must be machined finished. Hand grinding is not permitted.

C.2 Welding

The symbols on the plans indicate only the general type of weld required. Submit the proposed weld geometry to be used in fabrication to the engineer for approval. If a fillet weld size is not shown on the plans, provide the size in accordance with the department's requirements for minimum weld size based on material thickness.

Use the electric arc process for all welding. Field welding is not permitted, except as specifically shown on the plans or as approved by the engineer.

All welds and weld inspection shall conform to AWS D1.5. Perform UT testing of all CJP welds.

C.3 Field Erection of Bascule Span

Erect bascule span steel in such a manner to enable conformance with the requirements for maintaining navigation for this project specified elsewhere.

Obtain permission from the US Coast Guard to close the river to navigation for periods of time sufficient to accomplish work that must be performed.

During periods when the bascule leaves are unbalanced, provide positive, sturdy supports, shoring, and/or falsework to support the unbalanced loads as specified in the special provision "Temporary Shoring of Structure." Secure the services of a professional engineer licensed in the State of Wisconsin to design these supports to carry the entire unbalanced load plus all additional loads resulting from wind forces, temporary erection forces, accumulations of snow, ice or dirt, or other loads or forces. Submit proposed shoring methods, sealed by the contractor's engineer, to the engineer for review. However, it remains the contractor's responsibility to ensure that the bascule leaves are adequately shored in a safe manner during all phases of erection construction.

Except as noted elsewhere in these special provisions or as shown on the plans, there will be no separate payment for additional temporary supports, temporary bracing, or temporary balance material required throughout construction. Include the cost of design, installation, and removal of temporary work in the various bid items of the project.

Submit erection procedures of the proposed construction stages, balance conditions, and shoring loads to the engineer for review.

The design of the structure assumes that the structural steel is completely erected before it is allowed to deflect under its dead load. Deflections incurred during various stages of erection are not considered. Therefore, the actual erection methods and sequence employed by the contractor may have a substantial effect on the final steel profile. The contractor is responsible for taking all necessary compensatory action to ensure that final alignment and profile of the erected steel, including the concrete deck, conforms to the plans. Any corrective work necessary to reposition previously erected steel to achieve acceptable alignment and profile must be approved by the engineer. No additional payment will be made for corrective work.

C.3 Temporary Support and Resetting of Bascule Span

The bascule girders are not currently in their original horizontal positions. They are slightly rotated up about the trunnions. Temporarily support the bascule span to perform trunnion rehabilitation work, bascule girder repairs, loading girder replacement, and anchor girder partial replacement. After this work is complete, rotate the bascule girders back to their original positions, reset the bascule girders into the trunnion bearings, and temporarily support the bascule girders in this position.

C.4 Vertical and Horizontal Alignment of Bascule Span

This work includes re-aligning the existing bascule girders which are not currently colinear between north and south leaves. After re-alignment, survey each leaf to verify squareness. In addition, the toes (end floor beams) of the leaves must be parallel and spaced the proper distance apart. The bascule girders must be in-line and parallel. Take measurements across the channel and back-check them by measuring the diagonal span dimensions. Submit measurements taken to verify squareness to the engineer for review prior to installation of the lateral bracing, and installation and final shimming of the bumper weldments at the girder tails. Submit a detailed procedure and sequence for the framing installation and final alignment of bascule girders to the engineer prior to the start of work.

Take great care to assure that the stringers on the bascule span are erected the correct distance below the bridge deck as shown on the plans and are at the proper elevation at all points.

Do not install the center shear transfer devices until the concrete bridge deck is poured to ensure vertical deflections have all taken place. Install the center shear transfer devices in accordance with the plans and to the satisfaction of the engineer upon its final completion.

C.5 Rivet Removal

Remove rivets by cutting heads off and driving shanks out mechanically with an air hammer or by drilling through the shank. Prior to the beginning of work, the contractor shall submit proposed detailed rivet removal procedure for approval by the engineer. Burning out of rivet or rivet heads is not allowed unless the contractor requests in writing to use such a procedure and it is approved by the engineer. The engineer reserves the right to require demonstrations of such proposed procedures on an agreed upon location of the existing structure in order to determine acceptability. The engineer reserves the right to suspend such procedures during the project if deficiencies in the work are found.

D Measurement

The department will measure Bridge Structural Steel by the pound acceptably completed as specified in standard spec 506.4.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0085.510	Bridge Structural Steel	LB

Payment is full compensation for furnishing, fabricating, and erecting all new structural steel in the superstructure; for galvanizing items as noted on the plans; for removing rivets at connections to existing steel to remain; and for furnishing bolts, fill plates, shims.

The department will pay separately for painting structural steel under the Painting Epoxy System B-40-550-14 bid item.

54. Structural Steel Repair, Item SPV.0085.513.

A Description

This special provision describes removing sections of existing steel members shown in the plans and replacing with new structural steel. All steel repairs at Bents 59A and 59B, and at the trunion tower substructures, are included in this item. Also included in this item are replacement or addition of flange angles, stiffeners and fill plates on bascule girders to remain, floor beams to remain, and portions of the anchor girders to remain. This item also covers repairs to existing stiffeners or other miscellaneous items specifically noted as "Structural Steel Repair" in the plans. This item also covers additional unquantified steel repairs that are determined by the Engineer to be needed to repair field-discovered conditions including web plates, flange plates, stiffeners, partial replacement of members, bolted repairs, welded repairs, and other miscellaneous steel repairs.

All other structural steel including, but not limited to, new stringers, floor beams, sidewalk brackets, loading girders, center shear transfer devices, lateral bracing, and all associated connection angles, gussets, fill plates, and bolts is covered by the bid item "Bridge Structural Steel" or other bid items as noted elsewhere.

Conform to standard spec 506 and 517 except as modified in this special provision.

B Materials

B.1 Structural Steel

Use high strength structural steel conforming to ASTM A 709, grade 50, unless otherwise noted.

B.2 High-Strength Bolts

Furnish high-strength bolts and connection hardware as specified in standard spec 506.2.5.

B.3 Painting Steel

Clean and paint all new structural steel in accordance with Painting Epoxy System Structure B-40-550-14. Clean and paint existing steel to remain in accordance with Structure Repainting Recycled Abrasive B-40-550-14.

C Construction

C.1 General

Perform work in accordance with standard spec 506.3. Take care to avoid damage to existing steel to remain. Replace any existing steel to remain that is damaged due to contractor actions at no additional cost.

C.2 Verification of Proper Fit

This work includes additional effort associated with verifying that new steel sections will fit with the existing steel it will be attached to or placed near, including field drilling of holes, cutting of existing steel, and making field modifications as required to erect the new steel sections.

C.3 Sequence of Construction and Temporary Support

This work includes investigating, planning, and determination of the required sequence of operations for replacement of members or portions of members. This work also includes design and construction of all temporary support required for such members.

C.4 Welding

The symbols on the plans indicate only the general type of weld required. Submit the proposed weld geometry to be used to the engineer for approval. If a fillet weld size is not shown on the plans, provide the size in accordance with the department's requirements for minimum weld size based on material thickness.

Use the electric arc process for all welding. Field welding is not permitted, except as specifically shown on the plans or as approved by the engineer.

All welds and weld inspection shall conform to AWS D1.5. Perform UT testing of all CJP welds.

D Measurement

The department will measure Structural Steel Repair by the pound acceptably completed as specified in standard spec 506.4.

The department will only measure new structural steel placed that is a part of the completed work.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0085.513	Structural Steel Repair	LB

Payment is full compensation for furnishing, fabricating, and erecting structural steel for repairs; for removal of existing steel required to accommodate repairs; for verifying proper fit of new steel with existing steel to remain; for surface preparation; for painting new steel and existing steel to remain; for welding; for removing rivets; and for furnishing bolts, fill plates, and shims.

55. Non-Structural Steel Ballast, Item SPV.0085.550.

A Description

This special provision describes furnishing, fabricating, cleaning, painting, delivering, and erecting steel ballast on tops of the counterweights.

Conform to standard spec 506 except as modified in this special provision.

B Materials

Use structural carbon steel conforming to ASTM A 709, grade 36 or 50 and paint as described below.

C Construction

Perform work in accordance with standard spec 506.3.

Paint the steel ballast according to the department's Pre-Qualified Paint Systems for Structure Overcoating Cleaning and Priming. Clean the steel to base metal according to the paint manufacturer's cleaning recommendations and paint all plates with an approved two-coat paint system according to paint manufacturer's recommendations.

D Measurement

The department will measure Non-Structural Steel Ballast by the pound acceptably completed as specified in standard spec 506.4.

The department will only measure new steel placed as ballast that is a part of the completed work.

Additional non-structural steel ballast required to balance the weight of concrete in excess of 120 pounds per cubic foot will not be measured for payment.

E Payment

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

ITEM NUMBER	DESCRIPTION	UNIT
SPV.0085.550	Non-Structural Steel Ballast	LB

Payment is full compensation for furnishing, fabricating, cleaning, painting, and erecting new steel ballast. Payment for this item also includes materials and construction to provide a level surface on top of the counterweights to place the new steel ballast and to secure new steel ballast in place.

No payment will be made for additional non-structural steel ballast required to balance the weight of concrete in excess of 120 pounds per cubic foot.

56. Electrical Cable Type 4#8/1#8 XLP, Item SPV.0090.305

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 four (5) cross-linked polyethylene covered, stranded, copper conductors. All work shall be in accordance with Wisconsin DOT Standard Specifications section 651.

B Materials

Unless otherwise specified, the cable to be furnished shall comply with the manufacture and test requirements of the Insulated Cable Engineers Association (ICEA) Specification No. S-61-402, NEMA WC5, latest revision.

B.1 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.

B.2 Insulation

B.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 degrees C (-22 degrees 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.

B.2.2 Nominal Thickness

The nominal insulation thickness around each individual conductor shall be not less than 90% of the thickness specified in the schedule.

B.2.3 Color Code

The insulation compound which covers each conductor 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). Individual conductor insulation compound colors will be Black, Red, White, Gray and Green.

B.3 Marking

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 one-eighth inch (1/8") in height. Marking shall be at approximately two (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.

B.4 Round Cable

This cable shall consist of stranded, uncoated, conductors each concentrically encased with a cross linked polyethylene USE-2 rubber insulation.

B.4.1 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#8/1#8	
Size of Conductor	#8	#8
Number of Conductors	4	1
Number of Wires in Conductor	7	7
Type of Insulation	4 Cross-Linked Polyethylene (XLPE)	Cross-Linked Polyethylene (XLPE)
Insulation Thickness	60 mils	60 mils
Insulation Voltage Rating	600 volt	600 volt
Insulation Color Code	1-white 1-black 1-red 1-gray	1-green
Non-hydroscopic Fill	None	
Jacket Thickness	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 and transformer bases, 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 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.

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.

Install conductors in continuous lengths without splices from termination to termination. The contractor may splice only at hand-holes in the bases of poles. At locations where no transformer bases exist, splice at the hand-holes in poles.

D Measurement

The department will measure Electrical Cable Type 4#8/1#8 XLP by the Linear Foot (LF) 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.0090.305	Electrical Cable Type 4#8/1#8 XLP	LF

Payment is full compensation for furnishing labor, equipment, coordination and all materials and incidentals necessary to complete the work. Also included is the labor, equipment and materials for removal of construction debris and site restoration.

57. Marine Dock Fender, Item SPV.0090.550

A Description

This special provision describes furnishing and installing the marine dock fender on the channel side of the concrete foundations of the trunnion towers.

B Materials

Fenders shall be extruded and continuous in the length indicated. The fenders shall be black in color. The connecting hardware shall be fully exposed.

The elastomer shall be ethylene propylene diene monomer (EPDM), as specified in ASTM D2000, with the following line callout:

3BA 720 A₁₄ B₁₃ C₁₂ F₁₉ Z₁, Z₂ and Z₃

Furnish zinc-coated steel nuts, bolts, and washers conforming to ASTM A307 and hot-dip galvanize according to AASHTO F2329 or mechanically galvanized according to ASTM B695 Class 55. Same galvanizing process is to be used for all bolts and nuts within the assembly.

Provided epoxy grouted anchor bolts with nuts and square washer plates of the size and spacing as required by the fender manufacturer's design and testing. Embedment shown is a minimum and shall be increased as required by the manufacturer's design.

C (Vacant)

D Measurement

The department will measure Marine Dock Fender 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.0090.550	Marine Dock Fender	LF

Payment for Marine Dock Fender is full compensation for furnishing and installing the rubber fender; furnishing and installing all mounting hardware; and for furnishing all equipment, tools, labor, and incidentals necessary to complete the work according to the contract.

ADDITIONAL SPECIAL PROVISION 1 (ASP 1) HIGHWAY CONSTRUCTION SKILLS TRAINING (HCST) 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 include: 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).

The Wisconsin Department of Transportation OJT program was originally established in 1995. Highway Construction Skills Training (HCST) was previously known as Transportation Alliance for New Solutions (TrANS) and underwent a name change in early 2023. HCST is an industry driven plan of services to address the outreach, preparation, placement and retention of women, minorities, and disadvantaged persons as laborers and apprentices in the highway skilled trades. Candidate preparation and contractor coordination services (OJT Supportive Services) are provided by contracted community-based organizations.

I. BASIC CONCEPTS

Training reimbursements to employing contractors for new placements, rehires or advancement to apprenticeship of Highway Construction Skills Training (HCST) graduates and employing eligible trainees in qualifying trades will be made as follows:

- 1) **On-the-Job Training, Item ASP.1T0G, ASP 1 HCST Graduate.** At the rate of \$5.00 per hour on Federal-aid projects when HCST graduates are initially hired, or seasonally rehired, as unskilled laborers or equivalent.
Eligibility and Duration: To the employing contractor, for up to 2,000 hours or two years, whichever comes first from the point of initial hire as a HCST placement.
Contract Goal: To maintain the intent of the Equal Employment Opportunity program, it is a goal that 9 HCST Graduate(s) be utilized for 13500 hours on this contract.
- 2) **On-the-Job Training, Item ASP.1T0A, ASP 1 Apprentice.** At the rate of \$5.00 per hour on Federal-aid projects at the point when an employee who came out of the HCST Program is subsequently entered into an apprenticeship contract in a qualifying trade.
Eligibility and Duration: To the employing contractor, for the length of time that the HCST graduate is in apprenticeship status.
Contract Goal: To maintain the intent of the Equal Employment Opportunity program, it is a goal that 7 HCST Apprentice(s) be utilized for 7000 hours on this contract.
- 3) The maximum duration of reimbursement is two years as a HCST graduate plus time in apprentice status.
- 4) If a HCST 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 Department of Transportation Labor Development Specialist at the phone number listed below.

- 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 HCST 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 HCST 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 HCST 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 HCST placements still contribute toward fulfilling the new hire goal of 50% women and minorities. Based on data administered by United States Department of Labor (US DOL), the highway skilled trades remain underutilized for women statewide (less than 6.9%); and for minorities in all counties (% varies by county).

NOTE: Unless using other advancement strategies, contractors are encouraged to use some or all of this monetary incentive to offset the cut in hourly wages an individual may incur when entering an apprenticeship if the full general laborer hourly rate has been previously paid. No special accounting measures are required.

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 page 2 Dated January 2012 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 HCST graduate or a HCST apprentice. The compliance specialists utilize the information on the Certified Payrolls to track the hours accumulated by HCST Graduates and HCST 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. HCST 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. HCST 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 ensure that this training special provision is made applicable to such subcontract. Training and upgrading of minorities and women toward journey workers status is a primary objective of this training special provision. Accordingly, the contractor shall make every effort to enroll minority trainees and women (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority trainees and women trainees); to the extent such persons are available within a reasonable area of recruitment. The contractor will be given an opportunity and will be responsible for demonstrating the steps that they have taken in pursuance thereof, prior to determination as to whether the contractor is in compliance with this training

special provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not. No employee shall be employed as a trainee in any classification in which they have successfully completed a training course leading to journey workers status or in which they have been employed as a journey worker. The contractor should satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used, the contractor's records should document the findings in each case.

V. APPRENTICESHIP TRAINING

The Federal Highway Administration's (FHWA) policy is to require full use of all available training and skill improvement opportunities to assure increased participation of minority groups, disadvantaged persons, and women in all phases of the highway construction industry. The FHWA On-the-Job Training (OJT) Program requires the State transportation agencies (STAs) to establish apprenticeships and training programs targeted to move women, minorities, and disadvantaged individuals into journey-level positions to ensure that a competent workforce is available to meet highway construction hiring needs, and to address the historical underrepresentation of members of these groups in highway construction skilled crafts.

The OJT Supportive Services (OJT/SS) Program was established in Title 23 Code of Federal Regulations (CFR), Part 230 to supplement the OJT program and support STA training programs by providing services to highway construction contractors and assistance to highway construction apprentices and trainees. The primary objectives of OJT/SS are:

- (1) To increase the overall effectiveness of the State highway agencies' approved training programs.
- (2) To seek other ways to increase the training opportunities for women, minorities, and disadvantaged individuals.

The STAs are responsible for establishing procedures, subject to the availability of Surface Transportation and Bridge Funds under 23 U.S.C. §140(b) (Nondiscrimination), for the provision of supportive services with respect to training programs approved under 23 CFR, Part 230(a) (Equal Employment Opportunity on Federal and Federal-aid Construction Contracts – including Supportive Services).

The contractor and subcontractor shall maintain records to demonstrate compliance with these apprenticeship requirements. Reasonable exemptions and modifications to and from any or all of these requirements will be determined by the Wisconsin Department of Transportation-Office of Business Opportunity & Equity Compliance (OBOEC). A request for an exemption or modification, with justification, shall be made in writing, addressed to WisDOT OBOEC - Labor Development, 141 NW Barstow Street, Suite 411, PO Box 798, Waukesha, WI 53187.

VI. PROGRAM CONTACTS

Marguerite (Maggie) Givings, Labor Development Specialist

Marguerite.Givings@dot.wi.gov | 608-789-7876

Deborah Seip, Labor Development Specialist

Deborah.Seip@dot.wi.gov | 262-548-8702

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.
- i. **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.
 - b. Additional evaluation - Evaluation of DBE quotes with tied bid items. 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.
- ii Review quotes from other firms for the bid items not quoted by the DBE firm to see if combining both can provide the same competitive advantage that the tied bid items offered.

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 [ASP-3 and Good Faith Effort Guidance](#) 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 HCCI website at: <http://wisconsin.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)
 - a. Supply/Commodity commitment is received
 - b. 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 Expeditors, Packagers, Manufacturers' Representatives

- (1) No portion of the cost of the materials, supplies, services themselves will count for DBE credit. However, WisDOT will evaluate the fees or commissions charged when a prime purchases materials, supplies, or services from a DBE certified firm which is neither a manufacturer nor a regular dealer, namely: brokers, packagers, manufacturers' representatives, or other persons who arrange or expedite transactions.
- (2) Brokerage fees 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 [Application to Use Joint Checks](#) after establishing the conditions and documentation of payment within the subcontract terms or in a separate written document.
- c. The Prime contractor/payor acts solely as a guarantor.
 - (1) The Prime 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 \(wisconsindot.gov\)](https://www.wisconsin.gov/transportation/highway-construction-contract-information). 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.

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)

Please check all that apply:

- Yes, we will be quoting the projects & items listed below
- No, we are not interested in quoting on the letting or its items referenced below
- Please take our name off your monthly DBE contact list
- We have questions about quoting this letting. Please have someone contact me at this number:

Prime Contractor Contact: _____ DBE: _____
 Phone: _____ Fax: _____
 Email: _____

Please circle the proposals and items you will be quoting below and contact us with any questions

Proposal County	1 Dane County	6 Crawford County
Clearing & Grubbing	X	X
Dump Truck Hauling	X	X
Curb/Gutter/Sidewalk	X	
Erosion Control Items		X
Excavation	X	X
Pavement Marking		X
Traffic Control	X	
Sawing	X	X
QMP, Base		X
Pipe Underdrain	X	
Landscape		X
Beam Guard	X	
Electrical	X	
Signs/Posts/Markers		X
Survey/Staking		X

Again, please make every effort to have your quotes into our office by time deadline prior to the letting date.

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 your 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 **date**. 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)**
- 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 **time and date**. 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: 414-555-5555
 Cell: 414-555-5556

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 **solicit and utilize** 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 **time and date**. 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: 414-555-5556

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 or 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

GFE Evaluation Rubric – Phase 1 – Initial Review

DT1202	Examples	Rating	OBOEC Feedback
Solicitation Documentation	<p>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.</p> <p><i>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)</i></p>		
Selected Work Items Documentation	<p>All work items are broken out into economically feasible units to facilitate DBE participation.</p> <p><i>Such as: Selected work items are <u>specific</u> to each proposal and clearly identified in all solicitation(s)</i></p>		
Documentation of Project Information provided to Interested DBEs	<p>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.</p> <p><i>Such as: Project information is clearly identified in all solicitation(s)</i></p>		
Documentation of Negotiation with Interested DBEs	<p>Provide sufficient evidence demonstrating that good faith negotiations took place during the bid letting.</p> <p><i>Such as: Documented attempts with DBEs or on behalf of DBEs to increase DBE participation</i></p>		
Documentation of Sound Reason for Rejecting DBEs	<p>Provide sufficient evidence demonstrating that DBEs are rejected for sound reasons.</p> <p><i>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.</i></p>		
Documentation of Assistance to Interested DBEs- bonding, credit, insurance, equipment, supplies/materials	<p>Documented assistance in both solicitation(s) and outreach to DBEs.</p>		
Documentation of Outreach to Minority, Women, and Community organizations and other DBE Business Development Support	<p>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.</p> <p><i>Such as: Variety of activities that translate into meaningful DBE participation</i></p>		
Documentation of other GFE activities	<p><i>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</i></p>		
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) Conducting 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

**COMMITMENT TO SUBCONTRACT TO DBE
ATTACHMENT A**

CONFIRMATION OF PARTICIPATION

Project I.D.:	Proposal Number:
Letting Date:	

Name of DBE Firm Participating in this Contract:	
Name of the Prime/Subcontractor who hired the DBE Firm: <i>(list all names of tiers if more than one)</i>	
Type of Work or Type of Material Supplied:	
Total Subcontract Value:	Total DBE Credit Value:

FOR PRIME CONTRACTORS ONLY: I certify that I made arrangements with the participating DBE firm to perform the type of work listed or supply the material indicated above for the subcontract value listed above.	Prime Contractor Representative's Signature
	Prime Contractor Representative's Name (Print Name)
	Prime Contractor (Print Company Name)
	Date

FOR PARTICIPATING DBE FIRMS ONLY: I certify that I made arrangements with the Prime Contractor or the Hiring Contractor to perform the type of work or supply the material indicated above for the subcontract value listed above. FOR DBE TRUCKING FIRMS ONLY: I certify that I will utilize, for DBE credit, only trucks listed 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.	Participating DBE Firm Representative's Signature	Date
	Participating DBE Firm Representative's Name (Print Name)	
	Participating DBE Firm (Print Company Name)	
	DBE Firm's Address:	

# Owned Trucks	# Leased Trucks	# DBE-Owned Leased Trucks	# Non-DBE-Owned Leased 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 may involve debarment and/or prosecution under applicable state (Trans 504) and Federal laws.

		(Bidder/Authorized Representative Signature)

		(Print Name)

		(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
Pavement Marking	ABC Marking	Leslie Lynch	4/1/2020	Email; phone
	#1 Marking Co.	Mark Smart	4/1/2020	Email; left VM
Electrical	Winterland Electric	Tabitha Tinker	4/3/2020	Email; left VM
	Superstar Wiring	Jose Huascar	4/3/2020	Email; phone

INFORMATION PROVIDED LOG

Request Date	DBE Firm	Information Requested & Provided	Response Date
4/1/2020	Winterland Electric	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?	Considered 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	Winston Walters	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) for projects with a LET date on or before December 2024 and AASHTOWare Project Civil Rights and Labor (AWP CRL) for projects with a LET date on or after January 2025 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://wisconsin.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 or AWP CRL. 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 or AWP CRL 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, via the online AWP Knowledge Base, or by telephone. to schedule CRCS specific training. The AWP Knowledge Base is at: <https://awpkb.dot.wi.gov/>
- (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) For firms wishing to export payroll/labor data from their computer system, have their payroll coordinator contact:
 - For CRCS: Paul Ndon at paul.ndon@dot.wi.gov. Information about exporting payroll/labor data. Not every contractor's payroll system can produce 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://wisconsin.gov/Documents/doing-bus/civil-rights/labornwage/crcs-payroll-manual.pdf>
 - For AWP CRL: Contact AWP Support at awpsupport@dot.wi.gov. Additional information can be found in the AWP Knowledge Base at <https://awpkb.dot.wi.gov/Content/crl/Payrolls-PrimesAndSubs/PayrollXMLFileCreationProcess.htm>

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. 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 design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) 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 non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women.

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of 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 DBAconformance@dol.gov, 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 procurement 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, [31 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 Acts-covered 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 [40 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, [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. Such 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 procurement 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, [31 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)

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;

- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 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.

* * * * *

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.

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.

* * * * *

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.

* * * * *

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, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures Non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO
ENSURE EQUAL EMPLOYMENT OPPORTUNITY
(EXECUTIVE ORDER 11246)**

1. The Offeror's or Bidder's attention is called to the "Employment Practices" and "Equal Opportunity Clause" set forth in the Required Contract Provisions, FHWA 1273.
2. The goals and timetables for minority and female participation expressed in percentage terms for the contractor's aggregate work force in each trade, on all construction work in the covered area, are as follows:

Goals for Minority Participation for Each Trade:

<u>County</u>	<u>%</u>	<u>County</u>	<u>%</u>	<u>County</u>	<u>%</u>
Adams	1.7	Iowa	1.7	Polk	2.2
Ashland	1.2	Iron	1.2	Portage	0.6
Barron	0.6	Jackson	0.6	Price	0.6
Bayfield	1.2	Jefferson	7.0	Racine	8.4
Brown	1.3	Juneau	0.6	Richland	1.7
Buffalo	0.6	Kenosha	3.0	Rock	3.1
Burnett	2.2	Kewaunee	1.0	Rusk	0.6
Calumet	0.9	La Crosse	0.9	St. Croix	2.9
Chippewa	0.5	Lafayette	0.5	Sauk	1.7
Clark	0.6	Langlade	0.6	Sawyer	0.6
Columbia	1.7	Lincoln	0.6	Shawano	1.0
Crawford	0.5	Manitowoc	1.0	Sheboygan	7.0
Dane	2.2	Marathon	0.6	Taylor	0.6
Dodge	7.0	Marinette	1.0	Trempealeau	0.6
Door	1.0	Marquette	1.7	Vernon	0.6
Douglas	1.0	Menominee	1.0	Vilas	0.6
Dunn	0.6	Milwaukee	8.0	Walworth	7.0
Eau Claire	0.5	Monroe	0.6	Washburn	0.6
Florence	1.0	Oconto	1.0	Washington	8.0
Fond du Lac	1.0	Oneida	0.6	Waukesha	8.0
Forest	1.0	Outagamie	0.9	Waupaca	1.0
Grant	0.5	Ozaukee	8.0	Waushara	1.0
Green	1.7	Pepin	0.6	Winnebago	0.9
Green Lake	1.0	Pierce	2.2	Wood	0.6

Goals for female participation for each trade: 6.9%

These goals are applicable to all the contractor's construction work, (whether or not it is federal or federally assisted), performed in the covered area. If the contractor performs construction work in the geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The contractor's compliance with the Executive Order and the Regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole purpose of meeting the contractor's goals shall be a violation of the contract, the Executive Order and the Regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000.00 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor, employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.

As referred to in this section, the Director means:

Director
Office of Federal Contract Compliance Programs
Ruess Federal Plaza
310 W. Wisconsin Ave., Suite 1115
Milwaukee, WI 53202

The "Employer Identification Number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

4. As used in this notice, and in the contract resulting from solicitation, the "covered area" is the county(ies) in Wisconsin to which this proposal applies.

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 [88 FR 57750 \(2 CFR part 184 and 200\)](#) from the Office of Management and Budget: [Federal Register: Guidance for Grants and Agreements](#)) 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 [88 FR 57750 \(2 CFR part 184 and 200\)](#) and as referenced in CMM 228.5) must comply with Buy America. All manufacturing process of construction materials must occur in the United States.

[88 FR 55817 \(DOT-OST-2022-0124\)](#) 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://wisconsin.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://wisconsin.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://wisconsin.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 assistance 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

Superseded General Decision Number: WI20240010

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 \$17.75 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 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$13.30 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 2025.

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>.

1 02/07/2025
2 02/21/2025

BRWI0001-002 06/03/2024

CRAWFORD, JACKSON, JUNEAU, LA CROSSE, MONROE, TREMPPEALEAU, 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, AND OCONTO COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 38.45	27.41

BRWI0004-002 06/01/2024

KENOSHA, RACINE, AND WALWORTH COUNTIES

	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 COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 39.34	28.15

BRWI0008-002 06/01/2024		

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	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, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN, PIERCE, POLK, RUSK, ST. CROIX, SAWYER AND WASHBURN COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 38.18	27.68

BRWI0034-002 06/01/2024		

COLUMBIA AND SAUK COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 40.17	27.32

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

	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
CARPENTER.....	\$ 38.86	27.06
Piledriver.....	\$ 39.43	27.02

 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.....	\$ 42.44	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, TREMPLEAU, 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.....	\$ 42.44	28.44
PILEDRIVER.....	\$ 42.44	28.44

CARP1143-002 06/03/2024

BUFFALO, CRAWFORD, JACKSON, LA CROSSE, MONROE, TREMPLEAU 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
CARPENTER.....	\$ 42.44	28.44
PILEDRIVER.....	\$ 42.44	28.44

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, TREMPLEAU, VERNON, AND WASHBURN
COUNTIES

	Rates	Fringes
Electricians:.....	\$ 42.73	23.99

ELEC0014-007 05/26/2024

REMAINING COUNTIES

	Rates	Fringes
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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 06/01/2024

BROWN, DOOR, KEWAUNEE, MANITOWOC (except Schleswig), MARINETTE(Wausaukee and area South thereof), OCONTO, MENOMINEE (East of a line 6 miles West of the West boundary of Oconto County), SHAWANO (Except Area North of Townships of Aniwa and Hutchins) COUNTIES

	Rates	Fringes
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
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 06/01/2024

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:.....	\$ 40.19	26%+12.45

ELEC0430-002 06/01/2024

RACINE COUNTY (Except Burlington Township)

	Rates	Fringes
Electricians:.....	\$ 48.50	26.25

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 Waupun), MILWAUKEE, OZAUKEE, MANITOWOC (Schleswig), WASHINGTON, AND WAUKESHA COUNTIES

	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 carillon, antenna distribution systems, clock and program systems and low-voltage systems such as visual nurse call, audio/visual nurse call systems, doctors entrance register systems.

Includes all wire and cable carrying audio, visual, data, light and radio frequency signals. Includes the installation of conduit, wiremold, or raceways in existing structures that have been occupied for six months or more where required for the protection of the wire or cable, but does not mean a complete conduit or raceway system. work covered does not include the installation of conduit, wiremold or any raceways in any new construction, or the installation of power supply outlets by means of which external electric power is supplied to any of the foregoing equipment or products

 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.....	\$ 47.53	21.43
(2) Heavy Equipment Operator.....	\$ 42.78	19.80
(3) Equipment Operator.....	\$ 38.02	18.40
(4) Heavy Groundman Driver..	\$ 33.27	16.88
(5) Light Groundman Driver..	\$ 30.89	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; bituminous paver; bump cutter & grooving machine; milling machine; screed (bituminous paver); asphalt heater, planer & scarifier; Backhoes (excavators) weighing under 130,000 lbs; grader or motor patrol; tractor (scraper, dozer, pusher, loader); scraper - rubber tired (single or twin engine); endloader; hydraulic backhoe (tractor type); trenching machine; skid rigs; tractor, side boom (heavy); drilling or boring machine (mechanical heavy); roller over 5 tons; percussion or rotary drilling machine; air track; blaster; loading machine (conveyor); tugger; boatmen; winches & A-frames; post driver; material hoist.

GROUP 4: Greaser, roller steel (5 tons or less); roller (pneumatic tired) - self propelled; tractor (mounted or towed compactors & light equipment); shouldering machine; self-propelled chip spreader; concrete spreader; finishing machine; mechanical float; curing machine; power subgrader; joint sawer (multiple blade) belting machine; burlap machine; texturing machine; tractor endloader (rubber tired) - light; jeep digger; forklift; mulcher; launch operator; fireman, environmental burner

GROUP 5: Air compressor; power pack; vibrator hammer and extractor; heavy equipment, leadman; tank car heaters; stump chipper; curb machine operator; Concrete proportioning plants; generators; mudjack operator; rock breaker; crusher or screening plant; screed (milling machine); automatic belt conveyor and surge bin; pug mill operator; Oiler, pump (over 3 inches); Drilling Machine Tender, 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.

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 TREMPPEALEAU 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

LABO0113-002 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 Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagperson; traffic control person

LABO0113-003 06/03/2024

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 Sawyer and Filler
(Pavement); Vibrator or Tamper Operator (Mechanical Hand
Operated);

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter
(Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson and Traffic Control Person

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 Sawyer and Filler
(Pavement); Vibrator or Tamper Operator (Mechanical Hand
Operated); Chain Saw Operator; Demolition Burning Torch
Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter
(Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagman; traffic control person

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, TREMPLEAU, 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; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator, Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson; Traffic Control

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; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler

(Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; Powderman

GROUP 6: Flagperson and Traffic Control Person

PAIN0106-008 05/06/2024

ASHLAND, BAYFIELD, BURNETT, AND DOUGLAS COUNTIES

	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, TREMPLEAU, AND VERNON COUNTIES

	Rates	Fringes
PAINTER.....	\$ 22.03	12.45

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	24.92

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	26.32

PAIN1011-002 06/02/2024

FLORENCE COUNTY

	Rates	Fringes
Painters:.....	\$ 29.95	15.89

PLAS0599-002 06/01/2024

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER		
Area A.....	\$ 47.17	30.35
Area B.....	\$ 41.62	26.34
Area C.....	\$ 42.74	25.91
Area D.....	\$ 43.16	25.49
Area E.....	\$ 42.25	26.39
Area F.....	\$ 38.98	29.67

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, TREMPLEAU, 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.....	\$ 37.57	27.41
3 or more Axles; Euclids, Dumpton & Articulated, Truck Mechanic.....	\$ 37.72	27.41

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.
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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <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 classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate 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. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the 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. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were 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. The date, 01/03/2024 in the example, 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:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail 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 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.

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END OF GENERAL DECISION"

Superseded General Decision Number: WI20240015

State: Wisconsin

Construction Type: Heavy

Counties: Wisconsin Statewide.

HEAVY CONSTRUCTION PROJECTS (Excluding Tunnel, Sewer, and Water Lines).

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 \$17.75 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 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$13.30 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 2025.

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
0	01/03/2025
1	02/21/2025

* BOIL0107-001 01/01/2025

	Rates	Fringes
BOILERMAKER		
Boilermaker.....	\$ 46.52	34.63

BRWI0001-002 06/03/2024		

CRAWFORD, JACKSON, JUNEAU, LA CROSSE, MONROE, TREMPALEAU, 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, AND OCONTO COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 38.45	27.41

BRWI0004-002 06/01/2024		

KENOSHA, RACINE, AND WALWORTH COUNTIES

	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 COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 39.34	28.15

BRWI0008-002 06/01/2024		

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 46.16	27.33

BRWI0009-001 06/01/2024		

GREEN LAKE, MARQUETTE, OUTAGAMIE, SHAWANO, WAUPACA, WASHARA,
AND WINNEBAGO COUNTIES

	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.....	\$ 40.17	27.32

BRWI0019-002 06/01/2024		

BARRON, BUFFALO, BURNETT, CHIPPEWA, DUNN, EAU CLAIRE, PEPIN,
PIERCE, POLK, RUSK, ST. CROIX, SAWYER AND WASHBURN COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 38.18	27.68

BRWI0021-002 06/01/2024		

DODGE AND JEFFERSON COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 39.10	28.37

BRWI0034-002 06/01/2024		

COLUMBIA AND SAUK COUNTIES

	Rates	Fringes
BRICKLAYER.....	\$ 40.17	27.32

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

	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
CARPENTER.....	\$ 38.86	27.06
Piledriver.....	\$ 39.43	27.02

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
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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.....	\$ 42.44	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, TREMPLEALEU, 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.....	\$ 42.44	28.44
PILEDRIVER.....	\$ 42.44	28.44

 CARP1143-002 06/03/2024

BUFFALO, CRAWFORD, JACKSON, LA CROSSE, MONROE, TREMPLEALEU 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
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CARPENTER.....	\$ 42.44	28.44
PILEDRIVER.....	\$ 42.44	28.44

 CARP2337-009 06/03/2024

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WASHINGTON, AND WAUKESHA

	Rates	Fringes
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PILEDRIVERMAN.....	\$ 42.21	34.07
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 CARP2337-010 06/03/2024

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WASHINGTON, AND WAUKESHA

	Rates	Fringes
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MILLWRIGHT.....	\$ 42.31	32.21
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 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, TREMPLEAU, VERNON, AND WASHBURN
 COUNTIES

	Rates	Fringes
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Electricians:.....	\$ 42.73	23.99
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 ELEC0014-007 05/26/2024

REMAINING COUNTIES

	Rates	Fringes
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Teledata System Installer Installer/Technician.....	\$ 30.27	19.11
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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
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Electricians:.....	\$ 46.05	30%+13.15
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 ELEC0158-002 06/01/2024

BROWN, DOOR, KEWAUNEE, MANITOWOC (except Schleswig),
 MARINETTE(Wausaukee and area South thereof), OCONTO, MENOMINEE
 (East of a line 6 miles West of the West boundary of Oconto
 County), SHAWANO (Except Area North of Townships of Aniwa and

Hutchins) COUNTIES

	Rates	Fringes
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
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 06/01/2024		

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:.....	\$ 40.19	26%+12.45

* ELEC0430-002 06/01/2024		

RACINE COUNTY (Except Burlington Township)

	Rates	Fringes
Electricians:.....	\$ 48.50	26.25

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 Waupun), MILWAUKEE, OZAUKEE, MANITOWOC (Schleswig), WASHINGTON, AND WAUKESHA COUNTIES

	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 carillon, antenna distribution systems, clock and program systems and low-voltage systems such as visual nurse call, audio/visual nurse call systems, doctors entrance register systems. Includes all wire and cable carrying audio, visual, data, light and radio frequency signals. Includes the installation of conduit, wiremold, or raceways in existing structures that have been occupied for six months or more where required for the protection of the wire or cable, but does not mean a complete conduit or raceway system. work covered does not include the installation of conduit, wiremold or any raceways in any new construction, or the installation of power supply outlets by means of which external electric power is supplied to any of the foregoing equipment or products

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.....	\$ 47.53	21.43
(2) Heavy Equipment Operator.....	\$ 42.78	19.80
(3) Equipment Operator.....	\$ 38.02	18.40
(4) Heavy Groundman Driver..	\$ 33.27	16.88
(5) Light Groundman Driver..	\$ 30.89	16.11
(6) Groundsman.....	\$ 26.14	14.60

ENGI0139-001 06/01/2024

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Power Equipment Operator		
Group 1.....	\$ 52.66	27.60
Group 2.....	\$ 52.16	27.60
Group 3.....	\$ 51.66	27.60
Group 4.....	\$ 50.37	27.60
Group 5.....	\$ 46.39	27.60
Group 6.....	\$ 41.24	27.60

HAZARDOUS WASTE PREMIUMS:
EPA Level "A" Protection: \$3.00 per hour
EPA Level "B" Protection: \$2.00 per hour
EPA Level "C" Protection: \$1.00 per hour

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, Tower Cranes, Pedestal Tower Cranes and Derricks with or w/o attachments with a lifting capacity of over 100 tons; or Cranes, Tower Cranes, Pedestal Tower Cranes and Derricks with boom, leads, and/or jib lengths measuring 176 feet or longer; Self-Erecting Tower Cranes over 4000 lbs lifting capacity; All Cranes with Boom Dollies; Boring Machines (directional); Master Mechanic. \$0.50 additional per hour per 100 tons or 100 ft of boom over 200 ft or lifting capacity of crane over 200 tons to a maximum of 300 tons or 300 ft. Thereafter an increase of \$0.01 per ft or ton, whichever is greater.

GROUP 2: Cranes, Tower Cranes, Pedestal Tower Cranes and Derricks with or without attachments with a lifting capacity of 100 tons or less; or Cranes, Tower Cranes Portable Tower Cranes, Pedestal Tower Cranes and Derricks with boom, leads and/or jib lengths measuring 175 feet or less; Backhoes (excavators) 130,000 lbs and over; Caisson Rigs; Pile Drivers; Boring Machines (vertical or

horizontal), Versi-Lift, Tri-Lift, Gantry 20,000 lbs & over.

GROUP 3: Backhoe (excavator) under 130,000 lbs;Self-erecting Tower Crane 4000 lbs & under lifting capacity;Traveling Crane (bridge type); Skid Rigs; Dredge Operator; Mechanic; Concrete Paver (over 27E); Concrete Spreader and Distributor; Forklift/ Telehandler (machinery- moving / steel erection); Hydro Blaster, 10,000 psi and over

GROUP 4: Material Hoists; Stack Hoists; Hydraulic Backhoe (tractor or truck mounted); Hydraulic Crane, 5 tons or under (tractor or truck mounted); Hoist (tuggers 5 tons & over); Hydro-Excavators/Daylighters; Concrete Pumps Rotec type Conveyors; Tractor/Bulldozer/End Loader (over 40 hp); Motor Patrol; Scraper Operator; Sideboom; Straddle Carrier; Welder; Bituminous Plant and Paver Operator; Roller over 5 tons; Rail Leveling Machine (Railroad); Tie Placer; Tie Extractor; Tie Tamper; Stone Leveler; Rotary Drill Operator and Blaster; Percussion Drill Operator; Air Track Drill and/or Hammers; Gantrys (under 20,000 lbs); Tencher (wheel type or chain type having 8 inch or larger bucket); Milling Machine; Off-Road Material Haulers.

GROUP 5: Backfiller; Concrete Auto Breaker (large); Concrete Finishing Machines (road type); Rubber Tired Roller; Concrete Batch Hopper; Concrete Conveyor Systems; Grout Pumps; Concrete Mixers (14S or over); Screw Type Pumps and Gypsum Pumps; Tractor, Bulldozer, End Loader (under 40 hp); Trencher (chain type, bucket under 8 inch); Industrial Locomotives; Rollers under 5 tons; Stump Grinder/Chipper (Large); Timber Equipment; Firemen (pile drivers and derricks); Personnel Hoist, Telehandler over 8000 lbs; Robotic Tool Carrier with or without attachments

GROUP 6: Tampers - Compactors (riding type); Assistant Engineer; A-Frames and Winch Trucks; Concrete Auto Breaker; Hydrohammers (small); Brooms and Sweepers; Hoist (tuggers under 5 tons); Boats (Tug, Safety, Work Barges, Launch); Shouldering Machine Operator; Prestress Machines; Screed Operator; Stone Crushers and Screening Plants; Screed Operators (milling machine), Farm or Industrial Tractor Mounted Equipment; Post Hole Digger; Fireman (asphalt plants); Air Compressors over 400 CFM; Generators, over 150 KW; Augers (vertical and horizontal); Air, Electric, Hydraulic Jacks (slipform); Skid Steer Loaders (with or without attachments); Boiler Operators (temporary heat); Refrigeration Plant/Freeze Machines; Power Pack Vibratory/Ultra Sound Drivers and Extractors; Welding Machines; Heaters (mechanical); Pumps; Winches (small electric); Oiler and Greaser; Rotary Drill Tender; Conveyor; Forklifts/Telehandler 8000 lbs & under; Elevators: Automatic Hoists; Pumps (well points); Combination Small Equipment Operators

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 Sweepers; Lift Slab Machine; Roller under 5 tons; Industrial Locomotives; Fireman (Pile Drivers and Derricks); Pumps (well points); Hoists, automatic; A-Frames and Winch Trucks; Hoists (tuggers); Boats (Tug, Safety, Work Barges and Launches); Assistant Engineer

GROUP 6: Shouldering Machine Operator; Farm or Industrial Tractor mounted equipment; Post Hole Digger; Auger (vertical and horizontal); Skid Steer Loader with or without attachments; Robotic Tool Carrier with or without attachments; Power Pack Vibratory/Ultra Sound Driver and Extractor; Fireman (Asphalt Plants); Screed Operator; Stone Crushers and Screening Plants; Air, Electric, Hydraulic

Jacks (Slip Form); Prestress Machines; Air Compressor, 400 CFM or over; Refrigeration Plant/Freeze Machine; Boiler Operators (temporary heat); Forklifts; Welding Machines; Generators; Pumps over 3"; Heaters, Mechanical; Combination small equipment operator; Winches, small electric; Oiler; Greaser; Rotary Drill Tender; Conveyor; Elevator Operator

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.

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

IRON0512-008 04/28/2024

BARRON, BUFFALO, CHIPPEWA, CLARK, DUNN, EAU CLAIRE, JACKSON, PEPIN, PIERCE, POLK, RUSK, ST CROIX, TAYLOR, AND TREMPLEAU 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

LABO0113-002 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 Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagperson; traffic control person

LABO0113-003 06/03/2024

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 Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated);

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson and Traffic Control Person

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 Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster and Powderman

GROUP 6: Flagman; traffic control person

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, TREMPLEAU, 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; Bituminous Worker (Shoveler, Loader, and Utility Man); Batch Truck Dumper or Cement Handler; Bituminous Worker (Dumper, Ironer, Smoother and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator, Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; powderman

GROUP 6: Flagperson; Traffic Control

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; Bituminous Worker (Dumper, Ironer, Smoother, and Tamper); Concrete Handler

GROUP 2: Air Tool Operator; Joint Sawyer and Filler (Pavement); Vibrator or Tamper Operator (Mechanical Hand Operated); Chain Saw Operator; Demolition Burning Torch Laborer

GROUP 3: Bituminous Worker (Raker and Luteman); Formsetter (Curb, Sidewalk, and Pavement); Strike Off Man

GROUP 4: Line and Grade Specialist

GROUP 5: Blaster; Powderman

GROUP 6: Flagperson and Traffic Control Person

PAIN0106-008 05/06/2024

ASHLAND, BAYFIELD, BURNETT, AND DOUGLAS COUNTIES

	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, TREMPLEAU, AND VERNON COUNTIES

	Rates	Fringes
PAINTER.....	\$ 22.03	12.45

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	24.92

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
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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
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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	26.32

PAIN1011-002 06/02/2024

FLORENCE COUNTY

Rates Fringes

Painters:.....	\$ 29.95	15.89
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PLAS0599-002 06/01/2024

Rates Fringes

CEMENT MASON/CONCRETE FINISHER

Area A.....	\$ 47.17	30.35
Area B.....	\$ 41.62	26.34
Area C.....	\$ 42.74	25.91
Area D.....	\$ 43.16	25.49
Area E.....	\$ 42.25	26.39
Area F.....	\$ 38.98	29.67

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, TREMPLEALEAU, 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

PLUM0011-003 05/06/2024

ASHLAND, BAYFIELD, BURNETT, DOUGLAS, IRON, SAWYER, AND WASHBURN COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 49.32	27.18

PLUM0075-002 06/01/2024

MILWAUKEE, OZAUKEE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 57.60	26.90

PLUM0075-004 06/01/2024

DODGE (Watertown), GREEN, JEFFERSON, LAFAYETTE, AND ROCK COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 57.60	26.90

PLUM0075-009 06/01/2024

COLUMBIA, DANE, IOWA, MARQUETTE, RICHLAND AND SAUK COUNTIES

	Rates	Fringes
PLUMBER.....	\$ 58.12	26.34

PLUM0111-007 06/03/2024

MARINETTE COUNTY (Niagara only)

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 43.90	27.53

PLUM0118-002 06/24/2024		

KENOSHA, RACINE, AND WALWORTH COUNTIES

	Rates	Fringes
Plumber and Steamfitter.....	\$ 54.60	26.12

PLUM0400-003 05/31/2024		

ADAMS, BROWN, CALUMET, DODGE (except Watertown), DOOR, FOND DU LAC, GREEN LAKE, KEWAUNEE, MANITOWOC, MARINETTE (except Niagara), MENOMINEE, OCONTO, OUTAGAMIE, SHAWANO, SHEBOYGAN, WAUPACA, WAUSHARA, AND WINNEBAGO COUNTIES

	Rates	Fringes
PLUMBER/PIPEFITTER.....	\$ 49.00	21.84

PLUM0434-002 06/16/2024		

BARON, BUFFALO, CHIPPEWA, CLARK, CRAWFORD, DUNN, EAU CLAIRE, FLORENCE, FOREST, GRANT, JACKSON, JUNEAU, LA CROSSE, LANGLADE, LINCOLN, MARATHON, MONROE, ONEIDA, PEPIN, PIERCE, POLK, PORTAGE, PRICE, RUSK, ST. CROIX, TAYLOR, TREMPLEAU, VERNON, VILAS, AND WOOD COUNTIES

	Rates	Fringes
PIPEFITTER.....	\$ 49.24	24.38

PLUM0601-003 06/03/2024		

Zone 1

DODGE (Watertown), GREEN, JEFFERSON, LAFAYETTE, MILWAUKEE, OZAUKEE, ROCK, WASHINGTON AND WAUKESHA COUNTIES

	Rates	Fringes
PIPEFITTER.....	\$ 55.67	31.19

PLUM0601-009 06/03/2024		

COLUMBIA, DANE, IOWA, MARQUETTE, RICHLAND AND SAUK COUNTIES

	Rates	Fringes
PIPEFITTER.....	\$ 56.88	30.01

TEAM0039-002 06/01/2024		

	Rates	Fringes
TRUCK DRIVER		
1 & 2 Axle Trucks.....	\$ 37.57	27.41
3 or more axles; Euclids or Dumptor, Articulated		

Truck, Mechanic.....\$ 37.72 27.41

* SUWI2011-001 11/16/2011

Rates Fringes

WELL DRILLER.....\$ 16.52 **

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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 classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union

whose collectively bargained rate 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. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The "SU" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the 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. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The "SA" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were 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. The date, 01/03/2024 in the example, 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:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

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Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

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2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

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The request should be accompanied by a full statement of the interested party's position and 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:

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U.S. Department of Labor
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Washington, DC 20210.

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END OF GENERAL DECISION"

Superseded General Decision Number: WI20240001

State: Wisconsin

Construction Type: Building

Counties: Milwaukee, Ozaukee, Washington and Waukesha
Counties in Wisconsin.

BUILDING CONSTRUCTION PROJECTS (Does not include residential construction consisting of single family homes and apartments up to and including 4 stories)

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:	<ul style="list-style-type: none">. Executive Order 14026 generally applies to the contract.. The contractor must pay all covered workers at least \$17.75 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 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none">. Executive Order 13658 generally applies to the contract.. The contractor must pay all covered workers at least \$13.30 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 2025.

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
0	01/03/2025
1	01/10/2025
2	02/21/2025
3	03/14/2025

ASBE0019-001 06/01/2024

	Rates	Fringes
Asbestos Removal worker/hazardous material handler Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials from mechanical systems, whether they contain asbestos or not.....	\$ 43.48	37.50

BOIL0107-001 01/01/2025

	Rates	Fringes
BOILERMAKER Boilermaker.....	\$ 46.52	34.63

BRWI0005-001 06/01/2024

	Rates	Fringes
TERRAZZO WORKER.....	\$ 40.78	25.13
TILE LAYER.....	\$ 39.82	25.13

BRWI0008-001 06/01/2024

	Rates	Fringes
BRICKLAYER.....	\$ 46.16	27.33

BRWI0008-003 06/01/2024

	Rates	Fringes
Marble Mason.....	\$ 46.16	27.33

CARP0231-001 06/05/2023

	Rates	Fringes
Carpenter & Soft Floor Layer (Including Acoustical work and Drywall hanging; Excluding Batt Insulation).....	\$ 41.91	29.72

CARP2337-002 06/03/2024

	Rates	Fringes
MILLWRIGHT.....	\$ 42.31	32.21

CARP2337-008 06/03/2024

	Rates	Fringes
PILEDRIVERMAN.....	\$ 42.21	34.07

 ELEC0494-001 05/26/2024

	Rates	Fringes
ELECTRICIAN.....	\$ 49.48	27.34

 ELEC0494-003 05/26/2024

	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 carillon, antenna distribution systems, clock and program systems and low-voltage systems such as visual nurse call, audio/visual nurse call systems, doctors entrance register systems. Includes all wire and cable carrying audio, visual, data, light and radio frequency signals. Includes the installation of conduit, wiremold, or raceways in existing structures that have been occupied for six months or more where required for the protection of the wire or cable, but does not mean a complete conduit or raceway system. work covered does not include the installation of conduit, wiremold or any raceways in any new construction, or the installation of power supply outlets by means of which external electric power is supplied to any of the foregoing equipment or products

 * ELEV0015-001 01/01/2025

	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 61.96	38.435+a+b

FOOTNOTE:

- a. PAID VACATION: 8% of regular basic for employees with more than 5 years of service, and 6% for 6 months to 5 years of service.
- b. PAID HOLIDAYS: New Years Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving, and Christmas Day.

 ENGI0139-001 06/01/2024

KENOSHA, MILWAUKEE, OZAUKEE, RACINE, WASHINGTON, AND WAUKESHA COUNTIES

	Rates	Fringes
Power Equipment Operator		
Group 1.....	\$ 52.66	27.60
Group 2.....	\$ 52.16	27.60

Group 3.....	\$ 51.66	27.60
Group 4.....	\$ 50.37	27.60
Group 5.....	\$ 46.39	27.60
Group 6.....	\$ 41.24	27.60

HAZARDOUS WASTE PREMIUMS:

EPA Level "A" Protection: \$3.00 per hour
 EPA Level "B" Protection: \$2.00 per hour
 EPA Level "C" Protection: \$1.00 per hour

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Cranes, Tower Cranes, Pedestal Tower Cranes and Derricks with or w/o attachments with a lifting capacity of over 100 tons; or Cranes, Tower Cranes, Pedestal Tower Cranes and Derricks with boom, leads, and/or jib lengths measuring 176 feet or longer; Self-Erecting Tower Cranes over 4000 lbs lifting capacity; All Cranes with Boom Dollies; Boring Machines (directional); Master Mechanic. \$0.50 additional per hour per 100 tons or 100 ft of boom over 200 ft or lifting capacity of crane over 200 tons to a maximum of 300 tons or 300 ft. Thereafter an increase of \$0.01 per ft or ton, whichever is greater.

GROUP 2: Cranes, Tower Cranes, Pedestal Tower Cranes and Derricks with or without attachments with a lifting capacity of 100 tons or less; or Cranes, Tower Cranes Portable Tower Cranes, Pedestal Tower Cranes and Derricks with boom, leads and/or jib lengths measuring 175 feet or less; Backhoes (excavators) 130,000 lbs and over; Caisson Rigs; Pile Drivers; Boring Machines (vertical or horizontal), Versi-Lift, Tri-Lift, Gantry 20,000 lbs & over.

GROUP 3: Backhoe (excavator) under 130,000 lbs; Self-erecting Tower Crane 4000 lbs & under lifting capacity; Traveling Crane (bridge type); Skid Rigs; Dredge Operator; Mechanic; Concrete Paver (over 27E); Concrete Spreader and Distributor; Forklift/ Telehandler (machinery- moving / steel erection); Hydro Blaster, 10,000 psi and over

GROUP 4: Material Hoists; Stack Hoists; Hydraulic Backhoe (tractor or truck mounted); Hydraulic Crane, 5 tons or under (tractor or truck mounted); Hoist (tuggers 5 tons & over); Hydro-Excavators/Daylighters; Concrete Pumps Rotec type Conveyors; Tractor/Bulldozer/End Loader (over 40 hp); Motor Patrol; Scraper Operator; Sideboom; Straddle Carrier; Welder; Bituminous Plant and Paver Operator; Roller over 5 tons; Rail Leveling Machine (Railroad); Tie Placer; Tie Extractor; Tie Tamper; Stone Leveler; Rotary Drill Operator and Blaster; Percussion Drill Operator; Air Track Drill and/or Hammers; Gantrys (under 20,000 lbs); Tencher (wheel type or chain type having 8 inch or larger bucket); Milling Machine; Off-Road Material Haulers.

GROUP 5: Backfiller; Concrete Auto Breaker (large); Concrete Finishing Machines (road type); Rubber Tired Roller; Concrete Batch Hopper; Concrete Conveyor Systems; Grout Pumps; Concrete Mixers (14S or over); Screw Type Pumps and Gypsum Pumps; Tractor, Bulldozer, End Loader (under 40 hp); Trencher (chain type, bucket under 8 inch); Industrial Locomotives; Rollers under 5 tons; Stump Grinder/Chipper (Large); Timber Equipment; Firemen (pile drivers and derricks); Personnel Hoist, Telehandler over 8000 lbs; Robotic Tool Carrier with or without attachments

GROUP 6: Tampers - Compactors (riding type); Assistant Engineer; A-Frames and Winch Trucks; Concrete Auto Breaker; Hydrohammers (small); Brooms and Sweepers; Hoist (tuggers under 5 tons); Boats (Tug, Safety, Work Barges, Launch); Shouldering Machine Operator; Prestress Machines; Screed Operator; Stone Crushers and Screening Plants; Screed Operators (milling machine), Farm or Industrial Tractor Mounted Equipment; Post Hole Digger; Fireman (asphalt plants); Air Compressors over 400 CFM; Generators, over 150 KW; Augers (vertical and horizontal); Air, Electric, Hydraulic Jacks (slipform); Skid Steer Loaders (with or without attachments); Boiler Operators (temporary heat); Refrigeration Plant/Freeze Machines; Power Pack Vibratory/Ultra Sound Drivers and Extractors; Welding Machines; Heaters (mechanical); Pumps; Winches (small electric); Oiler and Greaser; Rotary Drill Tender; Conveyor; Forklifts/Telehandler 8000 lbs & under; Elevators: Automatic Hoists; Pumps (well points); Combination Small Equipment Operators

 IRON0008-005 06/02/2024

	Rates	Fringes
IRONWORKER.....	\$ 44.79	32.32

Paid Holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day & Christmas Day.

 LAB00113-001 06/05/2023

	Rates	Fringes
LABORER		
(1) General Laborer (Including Plaster Tender)..	\$ 37.48	22.25
(2) Air & Electric Equipment, Mortar Mixer, Scaffold Builder, Erector, and Swing Stage.....	\$ 37.61	22.25
(3) Jackhammer Operator, Gunnite Machine Man.....	\$ 37.76	22.25
(4) Caisson Worker - Topman.	\$ 37.85	22.25
(5) Construction Specialist.	\$ 38.07	22.25
(6) Nozzlemans.....	\$ 38.11	22.25
(7) Caisson Work.....	\$ 38.26	22.25
(8) Barco Tamper.....	\$ 38.93	22.25

 LAB00113-010 06/05/2023

	Rates	Fringes
Asbestos Laborer Asbestos Abatement [Preparation, removal, and encapsulation of hazardous materials from non- mechanical systems].....	\$ 37.48	22.25

 PAIN0781-001 06/01/2024

Rates	Fringes
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Painters:

(1) Brush, Roller.....	\$ 40.64	24.92
(2) Spray & Sandblast.....	\$ 41.39	24.92
(3) Drywall Taper/Finisher..	\$ 40.99	24.92

PAIN1204-002 06/01/2024

Rates Fringes

GLAZIER.....	\$ 46.49	25.20
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PLAS0599-004 06/03/2024

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...	\$ 43.47	25.19
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PLAS0599-005 06/03/2024

Rates Fringes

PLASTERER.....	\$ 40.98	26.79
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PLUM0075-001 06/01/2024

Rates Fringes

PLUMBER (Including HVAC work)....	\$ 57.60	26.90
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PLUM0601-001 06/03/2024

Rates Fringes

PIPEFITTER (Including HVAC work).....	\$ 55.67	31.19
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SFWI0183-001 01/01/2025

Rates Fringes

SPRINKLER FITTER.....	\$ 52.00	32.21
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SHEE0018-001 06/01/2024

Rates Fringes

Sheet Metal Worker (Including HVAC duct work and Technicians).....	\$ 55.58	29.28
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TEAM0662-003 06/01/2024

Rates Fringes

TRUCK DRIVER		
1 & 2 Axles.....	\$ 37.57	27.41
3 or more Axles.....	\$ 37.72	27.41

* SUWI2002-002 01/23/2002

Rates Fringes

Asbestos Worker/Heat and Frost Insulator.....	\$ 25.36	8.37
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Laborers:		
Concrete Worker.....	\$ 16.34 **	3.59
Landscape.....	\$ 8.73 **	8.40
ROOFER.....	\$ 18.01	3.28
Tile & Marble Finisher.....	\$ 13.89 **	7.43

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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 ** Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$17.75) or 13658 (\$13.30). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 are not currently being enforced as to any contract or subcontract to which the states of Texas, Louisiana, or Mississippi, including their agencies, are a party.

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 classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union

whose collectively bargained rate 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. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

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adopted.

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U.S. Department of Labor
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Washington, DC 20210.

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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.



Proposal Schedule of Items

Proposal ID: 20250513013 Project(s): 2615-15-73

Federal ID(s): WISC 2025469

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0002	203.0211.S Abatement of Asbestos Containing Material (structure) 01. B-40-550-14	1.000 EACH	_____.	_____.
0004	203.0260 Removing Structure Over Waterway Minimal Debris (structure) 01. B-40-550-14	1.000 EACH	_____.	_____.
0006	203.0330 Debris Containment (structure) 01. B-40-550-14	1.000 EACH	_____.	_____.
0008	204.0170 Removing Fence	70.000 LF	_____.	_____.
0010	205.0506.S Excavation, Hauling, and Disposal of Creosote Contaminated Soil	2.000 TON	_____.	_____.
0012	210.2500 Backfill Structure Type B	460.000 TON	_____.	_____.
0014	502.0100 Concrete Masonry Bridges	146.000 CY	_____.	_____.
0016	502.3101 Expansion Device	346.000 LF	_____.	_____.
0018	502.3200 Protective Surface Treatment	3,223.000 SY	_____.	_____.
0020	502.4205 Adhesive Anchors No. 5 Bar	508.000 EACH	_____.	_____.
0022	502.4206 Adhesive Anchors No. 6 Bar	132.000 EACH	_____.	_____.
0024	502.6500 Protective Coating Clear	8.000 GAL	_____.	_____.
0026	505.0600 Bar Steel Reinforcement HS Coated Structures	232,180.000 LB	_____.	_____.
0028	506.3010 Welded Stud Shear Connectors 7/8x5-Inch	7,108.000 EACH	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20250513013 Project(s): 2615-15-73

Federal ID(s): WISC 2025469

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0030	506.5000 Bearing Assemblies Fixed (structure) 01. B-40-550-14	36.000 EACH	_____.	_____.
0032	506.6000 Bearing Assemblies Expansion (structure) 01. B-40-550-14	12.000 EACH	_____.	_____.
0034	509.1000 Joint Repair	41.000 SY	_____.	_____.
0036	509.1500 Concrete Surface Repair	106.000 SF	_____.	_____.
0038	509.9025.S Epoxy Injection Crack Repair	98.000 LF	_____.	_____.
0040	509.9026.S Cored Holes 2-Inch Diameter	4.000 EACH	_____.	_____.
0042	514.0460 Floor Drains Type H	4.000 EACH	_____.	_____.
0044	514.2625 Downspout 6-Inch	323.000 LF	_____.	_____.
0046	517.0601 Painting Epoxy System (structure) 01. B-40-550-14	1.000 EACH	_____.	_____.
0048	517.0901.S Preparation and Coating of Top Flanges (structure) 01. B-40-550-14	1.000 EACH	_____.	_____.
0050	517.1801.S Structure Repainting Recycled Abrasive (structure) 01. B-40-550-14	1.000 EACH	_____.	_____.
0052	517.4501.S Negative Pressure Containment and Collection of Waste Materials (structure) 01. B-40-550-14	1.000 EACH	_____.	_____.
0054	517.6001.S Portable Decontamination Facility	1.000 EACH	_____.	_____.
0056	531.8990 Anchor Assemblies Poles on Structures	5.000 EACH	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20250513013 Project(s): 2615-15-73

Federal ID(s): WISC 2025469

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0058	603.8000 Concrete Barrier Temporary Precast Delivered	224.000 LF	_____.	_____.
0060	603.8125 Concrete Barrier Temporary Precast Installed	224.000 LF	_____.	_____.
0062	616.0207 Fence Chain Link 7-FT	50.000 LF	_____.	_____.
0064	616.0208 Fence Chain Link 8-FT	788.000 LF	_____.	_____.
0066	616.0329 Gates Chain Link (width) 01. 20-FT	1.000 EACH	_____.	_____.
0068	618.0100 Maintenance and Repair of Haul Roads (project) 01. 2615-15-73	1.000 EACH	_____.	_____.
0070	619.1000 Mobilization	1.000 EACH	_____.	_____.
0072	624.0100 Water	1.000 MGAL	_____.	_____.
0074	625.0100 Topsoil	70.000 SY	_____.	_____.
0076	627.0200 Mulching	70.000 SY	_____.	_____.
0078	628.7010 Inlet Protection Type B	1.000 EACH	_____.	_____.
0080	628.7015 Inlet Protection Type C	4.000 EACH	_____.	_____.
0082	629.0205 Fertilizer Type A	0.500 CWT	_____.	_____.
0084	630.0140 Seeding Mixture No. 40	3.000 LB	_____.	_____.
0086	642.5201 Field Office Type C	1.000 EACH	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20250513013 Project(s): 2615-15-73

Federal ID(s): WISC 2025469

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0088	643.0300 Traffic Control Drums	15,000.000 DAY	_____.	_____.
0090	643.0420 Traffic Control Barricades Type III	3,600.000 DAY	_____.	_____.
0092	643.0900 Traffic Control Signs	56,400.000 DAY	_____.	_____.
0094	644.1810 Temporary Pedestrian Barricade	64.000 LF	_____.	_____.
0096	646.1005 Marking Line Paint 4-Inch	1,270.000 LF	_____.	_____.
0098	650.6501 Construction Staking Structure Layout (structure) 01. B-40-550-14	1.000 EACH	_____.	_____.
0100	652.0125 Conduit Rigid Metallic 2-Inch	60.000 LF	_____.	_____.
0102	652.0225 Conduit Rigid Nonmetallic Schedule 40 2-Inch	728.000 LF	_____.	_____.
0104	653.0220 Junction Boxes 18x6x6-Inch	5.000 EACH	_____.	_____.
0106	653.0222 Junction Boxes 18x12x6-Inch	5.000 EACH	_____.	_____.
0108	655.0610 Electrical Wire Lighting 12 AWG	500.000 LF	_____.	_____.
0110	657.0322 Poles Type 5-Aluminum	5.000 EACH	_____.	_____.
0112	657.0615 Luminaire Arms Single Member 4 1/2-Inch Clamp 8-FT	5.000 EACH	_____.	_____.
0114	659.1125 Luminaires Utility LED C	5.000 EACH	_____.	_____.
0116	659.5000.S Lamp, Ballast, LED, Switch Disposal by Contractor	6.000 EACH	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20250513013 Project(s): 2615-15-73

Federal ID(s): WISC 2025469

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0118	715.0502 Incentive Strength Concrete Structures	6,528.000 DOL	1.00000	6,528.00
0120	ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR	7,000.000 HRS	5.00000	35,000.00
0122	ASP.1T0G On-the-Job Training Graduate at \$5.00/HR	13,500.000 HRS	5.00000	67,500.00
0124	SPV.0025 Special 502. Waterline Concrete Surface Repair	176.000 CF	_____	_____
0126	SPV.0035 Special 501. Concrete Masonry Bridges Lightweight	942.000 CY	_____	_____
0128	SPV.0060 Special 342. Submersible Multitap 3-Port Pre-Insulated Connector	20.000 EACH	_____	_____
0130	SPV.0060 Special 343. Submersible Multitap 4-Port Pre-Insulated Connector	20.000 EACH	_____	_____
0132	SPV.0060 Special 425. Installing Conduit into Existing Manhole	2.000 EACH	_____	_____
0134	SPV.0060 Special 430. Underdeck Utility Structure B-40-550-14, City Underground Conduit	1.000 EACH	_____	_____
0136	SPV.0060 Special 508. Temporary Shoring of Structure	1.000 EACH	_____	_____
0138	SPV.0060 Special 509. Temporary Support for Utilities B-40-550-14	1.000 EACH	_____	_____
0140	SPV.0060 Special 522. Salvaging Bascule Gear Set and Constructing Rack and Pinion Exhibits	1.000 EACH	_____	_____



Proposal Schedule of Items

Proposal ID: 20250513013 Project(s): 2615-15-73

Federal ID(s): WISC 2025469

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0142	SPV.0060 Special 523. Removing, Repairing and Reinstalling Bridge Operator's House as an Exhibit	1.000 EACH	_____.	_____.
0144	SPV.0060 Special 524. Interpretive Exhibit Sign Support	1.000 EACH	_____.	_____.
0146	SPV.0060 Special 525. Install Historical Marker Plaque	2.000 EACH	_____.	_____.
0148	SPV.0060 Special 526. Connecting Downspout to Existing Sewer	2.000 EACH	_____.	_____.
0150	SPV.0060 Special 527. Floor Drains Type H Modified	4.000 EACH	_____.	_____.
0152	SPV.0060 Special 544. Center Shear Transfer Device	4.000 EACH	_____.	_____.
0154	SPV.0060 Special 545. Balancing Bascule Bridge Leaf	2.000 EACH	_____.	_____.
0156	SPV.0060 Special 550. Rivet Replacement with High Strength Bolts	1,930.000 EACH	_____.	_____.
0158	SPV.0060 Special 566. Trunnion Shaft Machining	16.000 EACH	_____.	_____.
0160	SPV.0060 Special 567. Refurbish Trunnions and Trunnion Bearings	8.000 EACH	_____.	_____.
0162	SPV.0060 Special 571. North Operating Machinery Demolition	1.000 EACH	_____.	_____.
0164	SPV.0060 Special 572. South Operating Machinery Demolition	1.000 EACH	_____.	_____.
0166	SPV.0060 Special 573. Span Lock Machinery Demolition	1.000 EACH	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20250513013 Project(s): 2615-15-73

Federal ID(s): WISC 2025469

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0168	SPV.0060 Special 574. Electrical Demolition	1.000 EACH	_____.	_____.
0170	SPV.0060 Special 587. Remove Timber Fender Systems B-40-550-14	2.000 EACH	_____.	_____.
0172	SPV.0060 Special 588. Remove Timber Dolphins B-40-550-14	4.000 EACH	_____.	_____.
0174	SPV.0060 Special 597. Protecting Utilities	1.000 EACH	_____.	_____.
0176	SPV.0060 Special 881. Inline 5A Fast Acting Fuse with Holder	15.000 EACH	_____.	_____.
0178	SPV.0085 Special 510. Bridge Structural Steel	468,344.000 LB	_____.	_____.
0180	SPV.0085 Special 513. Structural Steel Repair	223,613.000 LB	_____.	_____.
0182	SPV.0085 Special 550. Non-Structural Steel Ballast	499,923.000 LB	_____.	_____.
0184	SPV.0090 Special 305. Electrical Cable Type 4#8/1#8 XLP	2,804.000 LF	_____.	_____.
0186	SPV.0090 Special 550. Marine Dock Fender	253.000 LF	_____.	_____.
Section: 0001			Total:	_____.
			Total Bid:	_____.

PLEASE ATTACH ADDENDA HERE



Wisconsin Department of Transportation

May 1, 2025

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 #13: 2615-15-73, WISC 2025469
C Milwaukee – 16th Street
Over Menomonee River B40-550-14
LOC STR
Milwaukee County**

Letting of May 13, 2025

This is Addendum No. 01, which provides for the following:

Special Provisions:

Revised Special Provisions	
Article No.	Description
5	Holiday Work Restrictions
22	Abatement of Asbestos Containing Material B-40-550-14, Item 203.0211.S

Added Special Provisions	
Article No.	Description
58	Notice to Contractor – Native American Hiring Provision

Schedule of Items:

Revised Bid Item Quantities					
Bid Item	Item Description	Unit	Proposal Total Prior to Addendum	Proposal Quantity Change (-)	Proposal Total After Addendum
505.0600	Bar Steel Reinforcement HS Coated Structures	LB	232,180	-380	231,800
506.6000	Bearing Assemblies Expansion B-40-550-14	EACH	12	8	20
509.1500	Concrete Surface Repair	SF	106	13	119
SPV.0025.502	Waterline Concrete Surface Repair	CF	176	-93	83

Deleted Bid Item Quantities					
Bid Item	Item Description	Unit	Proposal Total Prior to Addendum	Proposal Quantity Change (-)	Proposal Total After Addendum
506.5000	Bearing Assemblies Fixed B-40-550-14	EACH	36	-36	0

Plan Sheets:

Revised Plan Sheets	
Plan Sheet	Plan Sheet Title (brief description of changes to sheet)
65	Total Estimated Quantities (quantity table updates)
123	South Trunnion Tower Channel Side Concrete Repairs (waterline concrete repair updates)
129	South Concrete Encasement Wall Details (4 of 4) (rebar table updates)
137	North Trunnion Tower Channel Side Concrete Repairs (waterline concrete repair updates)
144	North Concrete Encasement Wall Details (4 of 4) (rebar table updates)
163	Approach Span Framing Plans (clarify bearing locations)
165	Roadway Stringer Details (clarify bearing locations)
167	Bearing Details (bearing names and quantities)

The responsibility for notifying potential subcontractors and suppliers of these changes remains with the prime contractor.

Sincerely,

Mike Coleman

Proposal Development Specialist
Proposal Management Section

ADDENDUM NO. 01

2615-15-73

May 1, 2025

Special Provisions

5. Holiday Work Restrictions.

Insert the following after the first bullet beginning with this phrase "From noon Friday, August 29, 2025":

- From 9:00 PM Friday, October 24, 2025 to 6:00 AM Sunday, October 26, 2025, no work shall occur within or above the Menomonee River for the Milwaukee River Challenge

Insert the following after the last bullet beginning with this phrase "From noon Friday, September 4, 2026":

- From 9:00 PM Friday, October 2, 2026 to 6:00 AM Sunday, October 4, 2026, no work shall occur within or above the Menomonee River for the Milwaukee River Challenge

22. Abatement of Asbestos Containing Material B-40-550-14, Item 203.0211.S.

Replace paragraph one under section titled C Construction with the following:

John Roelke, License Number All-119523 and Tom Perkins, License Number All-252595, inspected Structure B-40-550-14 for asbestos on August 29, 2023. Regulated Asbestos Containing Material (RACM) was found on this structure in the bridge operator's house. Refer to the inspection report noted below for information about the types of RACMs encountered and the amounts to be disposed of. Additionally, electrical wiring, electrical components, and internal components of bridge equipment were observed but inaccessible during the inspection and assumed to contain RACM. Refer to the inspection report noted below for information about these materials. Sample and analyze these materials to determine if they contain RACM.

Replace the last paragraph under section titled E Payment with the following:

Payment is full compensation for sampling and analyzing materials observed but inaccessible during inspection; submitting necessary forms; removing all asbestos; and for properly disposing of all waste materials.

58. Notice to Contractor – Native American Hiring Provision.

Pre-Bid

Before bid submittal, contact the Forest County Potawatomi Community (FCPC) to provide information on hiring procedures and future employment opportunities, and gather information on the tribal work force and tribal resources (ex. Native American owned DBE, tribal businesses, products, potential workers, etc.).

Forest County Potawatomi Community tribal labor office contact information:

Katheryn Tupper, Tribal Labor Officer
5415 Everybody's Road, Crandon, WI 54520
Office: (715) 478-4896
Cell: (715) 889-3402
Email: Katheryn.tupper@fcp-nsn.gov

Maintain documentation of all efforts made to communicate with the Forest County Potawatomi Community using [DT2400 Pre-Bid Contact Verification Form](#). This form is to be used as a record of communication with the designated tribe's assigned contact person. Please submit the DT2400 form and any supporting documentation when you submit the bid request (DT1633) for the project via email to:
DOT DTSD Highway Construction Contractors constplans.dtid@dot.wi.gov

The Eligible Bidders list will not be updated until this documentation is received.

After Execution

The contractor shall contact Katheryn Tupper of the Forest County Potawatomi Community with the following information regarding available employment opportunities for prime and subcontractors at a minimum of five business days before the tribal coordination meeting:

- Job classification/trade
- Job qualifications and required skills
- Employment period
- Wage
- Copy of job application
- List of subcontractors and contact information (ex. Name, email, phone, etc.)
- List of available internships

After receiving employment opportunities, Katheryn Tupper may provide employment referrals or recruitment sources throughout the life of the project to obtain qualified referrals.

Document all efforts made to communicate job opportunities and the results of hiring activities throughout the life of the contract. Utilize [DT2405 Native American Hiring Provision Report](#) and submit it to the Forest County Potawatomi Community and WisDOT Regional Labor Compliance Specialist on the 15th of every month for the previous month until the project construction is complete. Final report should be indicated on the form. Report shall include prime contractor and subcontractor data.

WisDOT Regional Labor Compliance Specialist contact information: <https://wisconsindot.gov/Pages/doing-bus/civil-rights/labornwage/contacts.aspx>

Tribal Coordination Meeting

Between execution of contract and the project pre-construction meeting, the contractor and the Forest County Potawatomi Community will setup and facilitate the Tribal Coordination Meeting, establish an agenda, date and location. Any cost incurred for the meeting would be incidental to the overall project cost. The contractor shall work with the tribe to determine who from tribal leadership and staff the contractor should notify and invite to the meeting.

The contractor shall also notify and invite to the meeting:

- Regional Tribal Liaison, Cody Garcia, cody.garcia@dot.wi.gov
- WisDOT Regional Labor Compliance Specialist
- WisDOT Tribal Affairs Program Manager, Jeremy Weso, Jeremy.weso@dot.wi.gov
- Tribal Affairs Project Manager, Cyless Peterson, Cyless.peterson@dot.wi.gov
- WisDOT region project team

This meeting may also include potential interviews or introductions with potential employees. The prime contractor and all subcontractors shall attend this meeting. Discussions are to include available employment opportunities and other tribal areas of interest such as scope of work, tribal regulations and ordinances, borrow sites, waste sites, and available aggregate.

Project Completion

Submit documentation summarizing communications regarding job opportunities throughout the life of the contract. This can be done using the DT2405 form noting that this is the final report. Provide final report to

the tribe and the WisDOT Regional Labor Compliance Specialist compiling the results of hiring activities for the prime contractor as well as for subcontractors at all tiers.

stp-107-200 (20240703)

Schedule of Items

Attached, dated May 1, 2025, are the revised Schedule of Items Pages 1 – 7.

Plan Sheets

The following 8½ x 11-inch sheets are attached and made part of the plans for this proposal:

Revised: 65, 123, 129, 137, 144, 163, 165, and 167.

END OF ADDENDUM

TOTAL ESTIMATED QUANTITIES

STATE PROJECT NUMBER
2615-15-73

**Addendum No. 01
ID 2615-15-73
Revised Sheet 65
May 1, 2025**

[Signature]
04/29/2025
MJK



4/8/25	QUANTITY TABLE UPDATES	DNU
NO.	DATE	REVISION
STATE OF WISCONSIN		
DEPARTMENT OF TRANSPORTATION		

STRUCTURE B-40-550-14
FORWTRN DNU ECD MAD

TOTAL ESTIMATED QUANTITIES
SHEET 504 OF 5100
65

BID ITEM NUMBER	BID ITEM	UNIT	BENT 59	SOUTH APPROACH SPAN	BENT 59A	SOUTH ANCHOR SPAN	SOUTH TRUNNION TOWER	BASCULE SPAN	NORTH TRUNNION TOWER	NORTH ANCHOR SPAN	BENT 59B	NORTH APPROACH SPAN	BENT 60	TOTALS
203.0211.5	ABATEMENT OF ASBESTOS CONTAINING MATERIAL B-40-550-14	EACH												1
203.0260	REMOVING STRUCTURE OVER WATERWAY MINIMAL DEBRIS B-40-550-14	EACH												1
203.0380	DEBRIS CONTAINMENT B-40-550-14	EACH												1
205.0066.5	EXCAVATION, HAULING, AND DISPOSAL OF CRESOTE CONTAMINATED SOIL	TON					1		1					2
210.2500	STRUCTURE BRICKELL TYPE B	TON				136	72.9		324		0.2			460
302.0100	CONCRETE MASONRY BRIDGES	CF						70	70			68		146
302.3101	EXPANSION JOINTS	LF		68		467		1,214	467			538		3,723
501.2000	PROVISIONAL GROUT TREATMENT	EACH		537			246		262					505
502.2002	ADHESIVE ANCHORS NO. 6 BAR	EACH				66			66					132
502.2006	ADHESIVE ANCHORS NO. 6 BAR	EACH												8
505.0600	PROTECTIVE COATING CLEAR	LB	2	28,310	2	46,560	4,090	74,250	3,610	46,560	2	28,370	2	211,600
505.0600	BAR STEEL REINFORCEMENT HAS COATED STRUCTURES	LB						7,108						7,108
506.3010	WELDED STUD SHEAR CONNECTORS 7/8 X 5 INCH	EACH												20
506.3010	WELDED STUD SHEAR CONNECTORS 7/8 X 5 INCH	EACH												20
506.6000	BEARING ASSEMBLIES EXPANSION B-40-550-14	EACH												8
506.6000	BEARING ASSEMBLIES EXPANSION B-40-550-14	EACH												8
509.1000	JOINT REPAIR	SY		20										20
509.1500	CONCRETE SURFACE REPAIR	SF	14		3	4					11		9	41
509.5025.5	EPOXY INJECTION CRACK REPAIR	LF		2	10	29					23			38
509.5026.5	CORED HOLES 2-INCH DIAMETER	EACH		1		1					1			4
514.0460	FLOOR DRAINS TYPE H	EACH						4						4
514.2625	DOWNPOUT 6-INCH	LF	85			82			82				74	323
517.0601.5	PAINTING EPOXY SYSTEM B-40-550-14	EACH												1
517.0601.5	PREPARATION AND COATING OF TOP FLANGES B-40-550-14	EACH												1
517.1801.5	STRUCTURE REPAINTING RECYCLED ABRASIVE B-40-550-14	EACH												1
517.4501.5	NEGATIVE PRESSURE CONTAINMENT AND COLLECTION OF WASTE MATERIALS B-40-550-14	EACH												1
517.6001.5	PORTABLE DECONTAMINATION FACILITY	EACH												1
531.8990	ANCHOR ASSEMBLIES POLES ON STRUCTURES	EACH		1		1		1	1			1		5
616.0208	FENCE CHAIN LINK 8-FT	LF		130	114	114		300	114	114		130		788
652.0125	CONDUIT RIGID METALLIC 2-INCH	LF		12		12		12	12	12		12		60
652.0225	CONDUIT RIGID NONMETALLIC SCHEDULE 40 2-INCH	LF		118	102	102		288	102	102		118		728
653.0220	JUNCTION BOXES 18X6X6-INCH	EACH		2		1		1	1			2		5
653.0222	JUNCTION BOXES 18X12X6-INCH	EACH		1		1		1	1			1		5
655.0610	ELECTRICAL WIRE LIGHTING 12 AWG	LF		100	100	100		100	100	100		100		500
657.0322	POLES TYPE 5-ALUMINUM	EACH		1		1		1	1			1		5
657.0615	LUMINAIRE ARMS SINGLE MEMBER 4 1/2-INCH CLAMP 8-FT	EACH		1		1		1	1			1		5
659.1125	LUMINAIRE UTILITY LED C	EACH		1		2		1	2			1		6
659.5000.5	LAMP BALLAST LED SWITCH DISPOSAL BY CONTRACTOR	EACH		1		2		1	2			1		6
SPV.0025.502	WATERLINE CONCRETE SURFACE REPAIR	CF		123.8		219.9		254.1		219.9		124.2		942
SPV.0035.501	CONCRETE MASONRY BRIDGES LIGHTWEIGHT	CF		4		4		4		4		4		20
SPV.0060.342	SUBMERSIBLE MULTIPURPOSE PORT PRE-INSULATED CONNECTOR	EACH		10								10		20
SPV.0060.343	SUBMERSIBLE MULTIPURPOSE PORT PRE-INSULATED CONNECTOR	EACH		1								1		2
SPV.0060.430	UNDERBELL UTILITY STRUCTURE B-40-550-14, CITY UNDERGROUND CONDUIT	EACH												1
SPV.0060.508	TEMPORARY SHORING OF STRUCTURE	EACH												1
SPV.0060.509	TEMPORARY SUPPORT FOR UTILITIES B-40-550-14	EACH												1
SPV.0060.522	SALVAGING BASCULE GEAR SET AND CONSTRUCTING BACK AND PINION EXHIBITS	EACH												1
SPV.0060.523	REMOVING, REPAIRING AND REINSTALLING BRIDGE OPERATOR'S HOUSE AS AN EXHIBIT	EACH												1
SPV.0060.524	INTERPRETIVE EXHIBIT SIGN SUPPORT	EACH												1
SPV.0060.525	INSTALL HISTORICAL MARKER PLAQUE	EACH												2
SPV.0060.526	CONNECTING DOWNSPROUT TO EXISTING SEWER	EACH												2
SPV.0060.527	FLOOR DRAINS TYPE H MODIFIED	EACH		2										4
SPV.0060.544	CENTER SHEAR TRANSFER DEVICE	EACH						4						4
SPV.0060.545	BALANCING BASCULE BRIDGE LEAF	EACH						2						2
SPV.0060.550	RIVET REPLACEMENT WITH HIGH STRENGTH BOLTS	EACH	33	242	242	116	116	1,164	100	242	33			1,930
SPV.0060.566	REFURBISH TRUNNIONS AND TRUNNION BEARINGS	EACH				8		8	8					16
SPV.0060.567	REFURBISH TRUNNIONS AND TRUNNION BEARINGS	EACH				4		4	4					8
SPV.0060.571	NORTH OPERATING MACHINERY DEMOLITION	EACH				1		1	1					1
SPV.0060.572	SOUTH OPERATING MACHINERY DEMOLITION	EACH				1		1	1					1
SPV.0060.573	SPAN LOCK MACHINERY DEMOLITION	EACH				1		1	1					1
SPV.0060.574	ELECTRICAL DEMOLITION	EACH				1		1	1					2
SPV.0060.587	REMOVE TIMBER FENDER SYSTEMS B-40-550-14	EACH				2		2	2					4
SPV.0060.588	REMOVE TIMBER DOLPHINS B-40-550-14	EACH				3		3	3					15
SPV.0060.597	PROTECTING UTILITIES	EACH												1
SPV.0060.881	INLINE SA FST ACTING FUSE WITH HOLDER	EACH		3		3		3	3			3		15
SPV.0085.510	BRIDGE STRUCTURAL STEEL	LB		14,765	121,279	121,279		195,482	14,765	121,279		14,765	774	468,344
SPV.0085.513	STRUCTURAL STEEL REPAIR	LB		4,200	8,033	8,033		72,695	4,200	8,033		4,200		223,613
SPV.0090.305	NON-STRUCTURAL STEEL BALLAST	LB		770	567	567		499,973	770	567		770		499,973
SPV.0090.550	ELECTRICAL CABLE TYPE 4/87/TH XLP	LF						468		198		801		2804
SPV.0090.550	MARINE DOCK FENDER	LF						125		128				253
	NON-BID ITEMS	SIZE												%
	FILLER													%
	NAME PLATE													%

NOTES

WATERLINE CONCRETE SURFACE REPAIR TO THE EXTERIOR SURFACE OF THE TRUNNION TOWER FOUNDATION SHALL BE INSTALLED AFTER THE FENDERS AND PRIOR TO THE INSTALLING NEW FENDER SYSTEM.
SEE SHEET "SOUTH CONCRETE ENCASMENT WALL DETAILS (4 OF 4)" FOR BAR REINFORCEMENT INFORMATION.

Addendum No. 01
ID 2615-15-73
Revised Sheet 123
May 1, 2025

MJK
04/29/2025



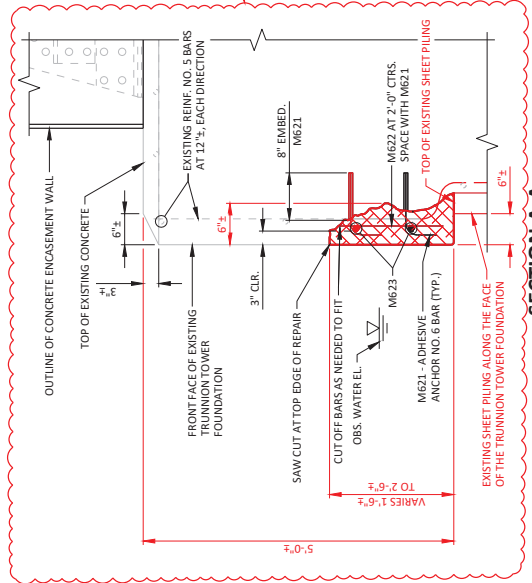
LEGEND:

- CONCRETE SURFACE REPAIRS
- WATERLINE CONCRETE SURFACE REPAIRS
- EPOXY INJECTION CRACK REPAIR
- CUT BARS AS NEEDED TO FIT

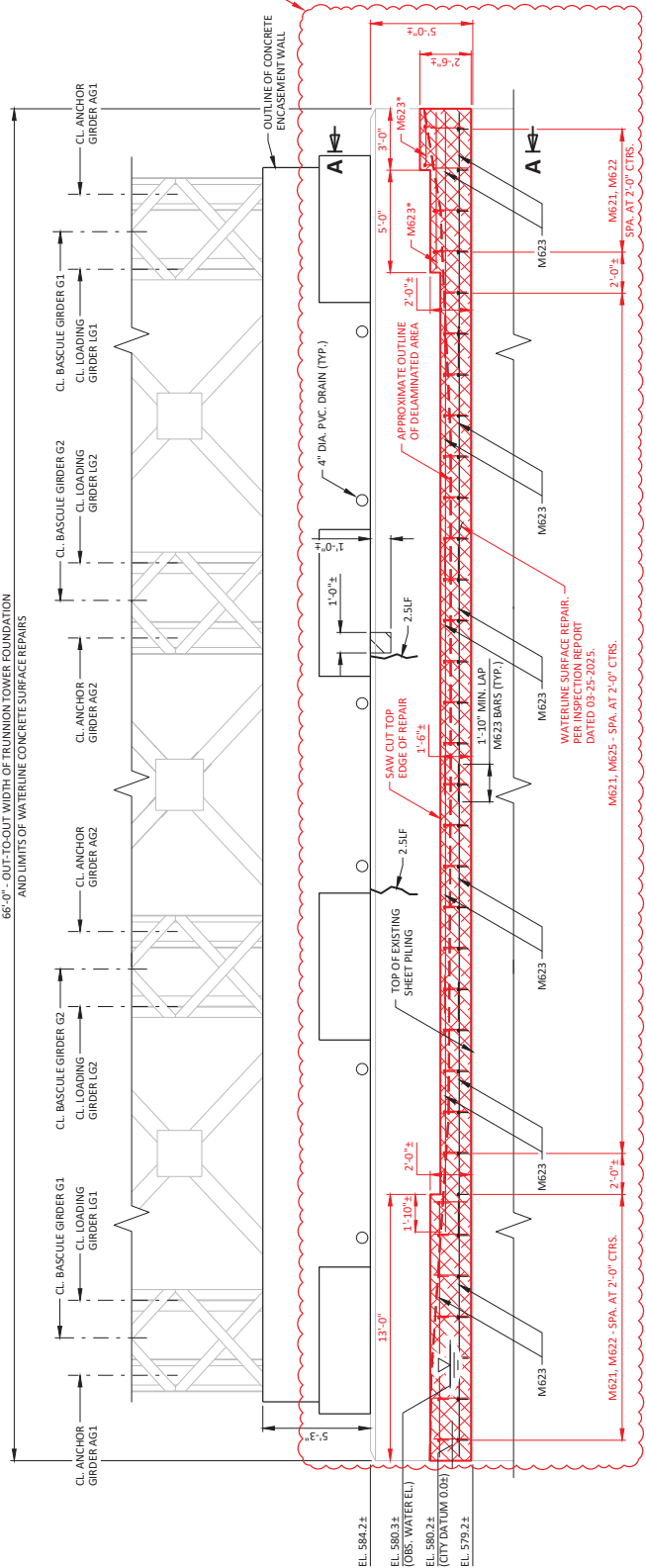
NO.	DATE	REVISION	BY
1	04/29/25	WATERLINE CONCRETE REPAIR UPDATES	DNU

STATE OF WISCONSIN DEPARTMENT OF TRANSPORTATION	
STRUCTURE	B-40-550-14
DESIGNED BY	DNU/EKD
MADE BY	DNU/EKD

SOUTH TRUNNION TOWER CHANNEL SIDE CONCRETE REPAIRS	
SHEET	562 OF 5-100
123	



66'-0" - OUT-TO-OUT WIDTH OF TRUNNION TOWER FOUNDATION AND LIMITS OF WATERLINE CONCRETE SURFACE REPAIRS



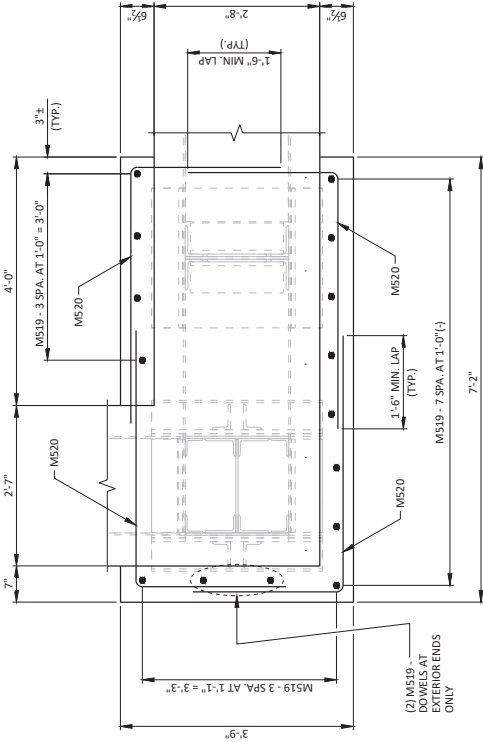
SOUTH TRUNNION TOWER FRONT ELEVATION
(REINFORCEMENT FOR ENCASMENT WALL NOT SHOWN FOR CLARITY)

BILL OF BARS

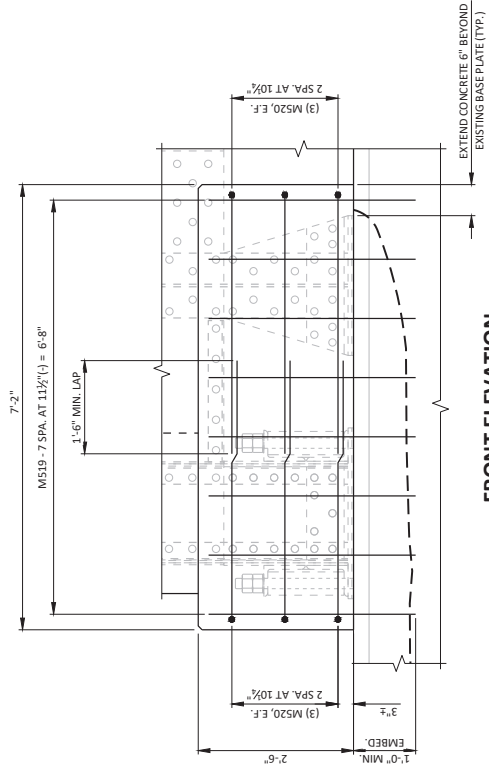
NOTE: THE FIRST OR FIRST TWO DIGITS OF THE BAR MARK SIGNIFIES THE BAR SIZE.

BAR NO. REQ'D	LENGTH	BENT	ADH. ANCH.	LOCATION	TOTAL WEIGHT = 4,090 LBS
M501	5'-4"		Δ	WALL - DOWEL	VERT.
M502	4'-0"	X		WALL - TOP	HORIZ.
M503	4'-10"			WALL	VERT.
M504	2'-3"			WALL - TOP	VERT.
M505	12'-3"			TRANSVERSE WALL - BOTTOM - CENTER BAY	VERT.
M506	6'-19'-8"			TRANSVERSE WALL - BOTTOM - OUTSIDE BAYS	HORIZ.
M507	10'-31'-5"			TRANSVERSE WALL - FRONT FACE	HORIZ.
M508	12'-17'-4"			LONGIT. WALL - TOP AND EXTERIOR FACES	HORIZ.
M509	4'-12'-11"			LONGIT. WALL - CENTER BAY SIDES	HORIZ.
M510	8'-15'-1"			LONGIT. WALL - PIT FACE SIDES	HORIZ.
M511	8'-15'-10"			LONGIT. WALL - BOTTOM - EXTERIOR AND CENTER BAY	HORIZ.
M512	24'-1'-0"	X	Δ	PIT WALL FACE - DOWEL	HORIZ.
M513	24'-6'-11"			PIT WALL FACE [LAP WITH M501]	VERT.
M514	14'-3'-10"			PIT WALL FACE	HORIZ.
M515	12'-6'-2"			PIT WALL FACE	HORIZ.
M516	8'-5'-6"	X		LONGIT. WALL - U-BAR AT END OF WALL	HORIZ.
M517	6'-7'-2"	X		U-BAR - CENTER BAY - WALL EXT. AT REAR COLUMNS	HORIZ.
M518	6'-3'-8"			CENTER BAY - WALL EXT. AT REAR COLUMNS	HORIZ.
M519	56'-3'-4"	Δ		COLUMN BUMPOUT - DOWEL	VERT.
M520	48'-6'-6"	X		COLUMN BUMPOUT - L-BAR	HORIZ.
M621	66'-1'-4"	X	Δ	WATERLINE REPAIR (L-BAR)	VERT.
M622	11'-1'-8"			WATERLINE REPAIR	VERT.
M623	13'-12'-6"			WATERLINE REPAIR	HORIZ.
M624	2'-3'-6"			WALL	HORIZ.
M625	22'-1'-2"			WATERLINE REPAIR	VERT.

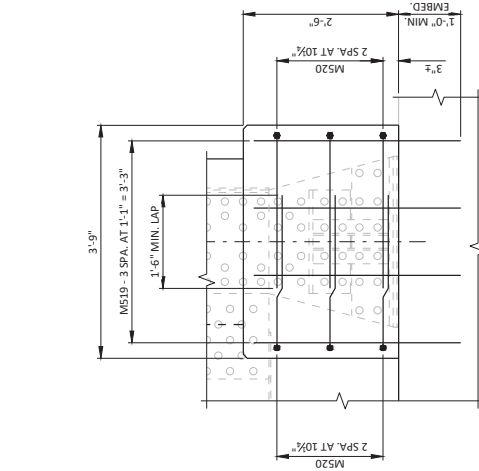
Addendum No. 01
ID 2615-15-73
Revised Sheet 129
May 1, 2025



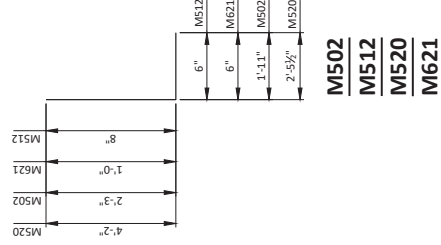
PLAN OF EXTERIOR COLUMN BUMPOUT



FRONT ELEVATION OF EXTERIOR COLUMN BUMPOUT



SIDE ELEVATION OF EXTERIOR COLUMN BUMPOUT



[Signature]
04/29/2025

NO.	DATE	REVISION	BY
Δ 4/8/25		REBAR TABLE UPDATES	DNU

STATE OF WISCONSIN
DEPARTMENT OF TRANSPORTATION

STRUCTURE B-40-550-14
DESIGNED BY: DNU
CHECKED BY: MAD
SHEET 5-68 OF 5-100

SOUTH CONCRETE ENCASMENT WALL
DETAILS (4 OF 4)

129

Addendum No. 01
ID 2615-15-73
Revised Sheet 137
May 1, 2025

[Signature]
04/29/2025
MJJK



NOTES

WATERLINE CONCRETE SURFACE REPAIR TO THE EXTERIOR SURFACE TO BE PERFORMED AFTER REMOVAL OF THE EXISTING TIMBER FENDERS AND PRIOR TO THE INSTALLING NEW FENDER SYSTEM.
SEE SHEET "NORTH CONCRETE ENCASMENT WALL DETAILS (4 OF 4)" FOR BAR REINFORCEMENT INFORMATION.

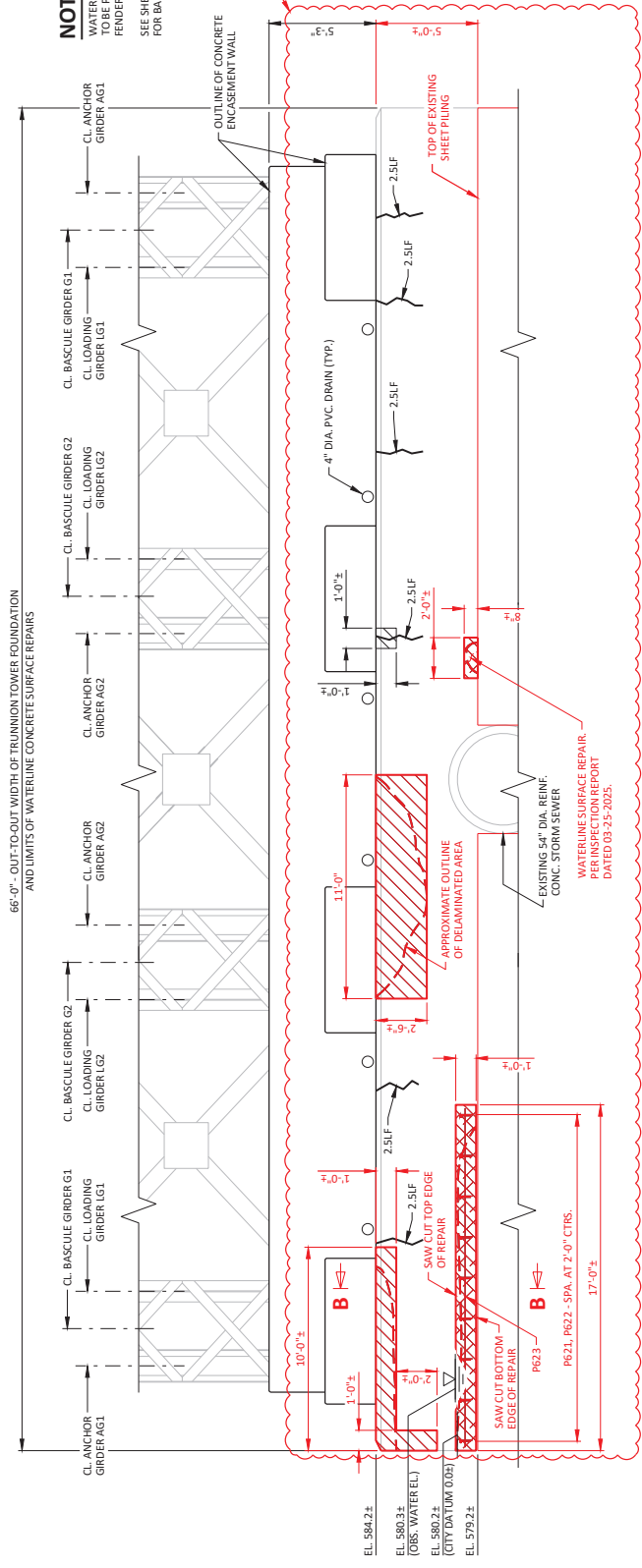
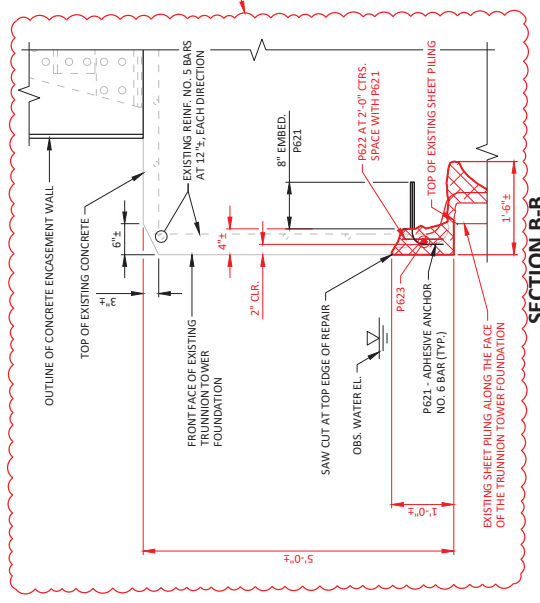
LEGEND:

- CONCRETE SURFACE REPAIRS
- WATERLINE CONCRETE SURFACE REPAIRS
- EPOXY INJECTION CRACK REPAIR

NO.	DATE	REVISION	BY
1	4/29/25	WATERLINE CONCRETE REPAIR UPDATES	DNU

STATE OF WISCONSIN
DEPARTMENT OF TRANSPORTATION
STRUCTURE B-40-550-14
DESIGNED BY: DNU
CHECKED BY: MAD

NORTH TRUNNION TOWER CHANNEL SIDE CONCRETE REPAIRS
SHEET 576 OF 5100
137



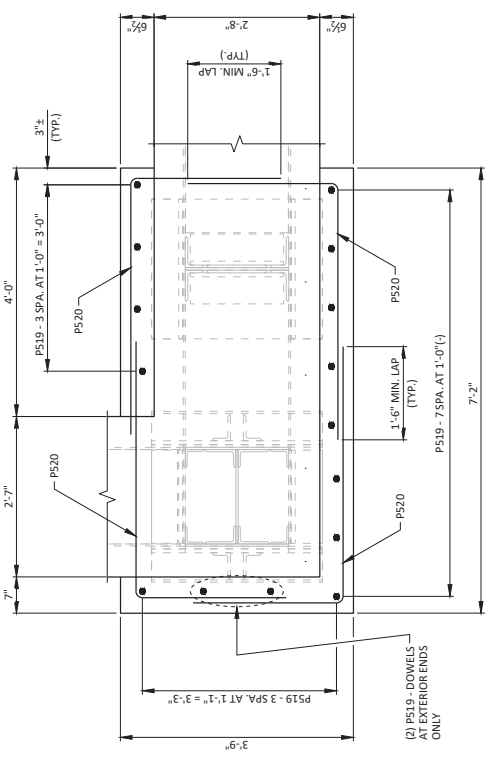
NORTH TRUNNION TOWER FRONT ELEVATION
(REINFORCEMENT FOR ENCASMENT WALL NOT SHOWN FOR CLARITY)

BILL OF BARS

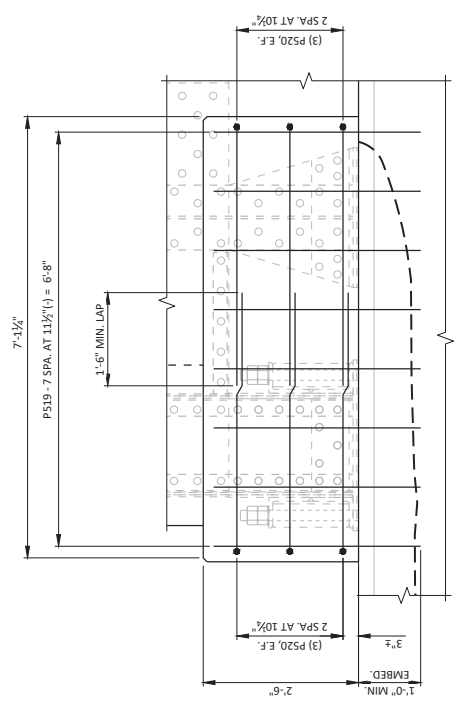
NOTE: THE FIRST OR FIRST TWO DIGITS OF THE BAR MARK SIGNIFIES THE BAR SIZE.

BAR MARK	REQD	NO	LENGTH	BENT	ADJ ANCH	LOCATION	TOTAL WEIGHT = 9,660 LBS
COATED BARS							
P501	144		5'-4"		Δ	WALL - DOWEL	VERT.
P502	128		4'-0"	X		WALL - TOP	VERT.
P503	20		4'-10"			WALL	VERT.
P504	42		2'-3"			WALL - TOP	VERT.
P505	3		12'-3"			TRANSVERSE WALL - BOTTOM - CENTER BAY	HORIZ.
P506	6		19'-8"			TRANSVERSE WALL - BOTTOM - OUTSIDE BAYS	HORIZ.
P507	10		31'-5"			TRANSVERSE WALL - FRONT FACE	HORIZ.
P508	12		17'-4"			LONGIT. WALL - TOP AND EXTERIOR FACES	HORIZ.
P509	8		15'-1"			LONGIT. WALL - PIT FACE SIDES	HORIZ.
P510	4		12'-11"			LONGIT. WALL - CENTER BAY SIDES	HORIZ.
P511	4		12'-5"			LONGIT. WALL - EXTERIOR AND CENTER BAY	HORIZ.
P512	40		1'-0"	X	Δ	PIT WALL FACE - DOWEL	HORIZ.
P513	24		6'-11"			PIT WALL FACE (LAP WITH P501)	VERT.
P514	18		3'-10"			PIT WALL FACE	HORIZ.
P515	16		6'-2"			PIT WALL FACE	HORIZ.
P516	6		5'-6"	X		LONGIT. WALL - U-BAR AT END OF EXTERIOR WALL	HORIZ.
P517	6		7'-2"	X		U-BAR - CENTER BAY - WALL EXT. AT REAR COLUMNS	HORIZ.
P518	6		3'-8"			CENTER BAY - WALL EXT. AT REAR COLUMNS	HORIZ.
P519	56		3'-4"		Δ	COLUMN BUMPOUT - DOWEL	VERT.
P520	48		6'-6"	X		COLUMN BUMPOUT - L-BAR	HORIZ.
P621	8		1'-4"	X	Δ	WATERLINE REPAIR (L-BAR)	VERT.
P622	9		0'-8"			WATERLINE REPAIR	VERT.
P623	1		16'-8"			WATERLINE REPAIR	HORIZ.
P524	22		3'-7"		Δ	WALL - DOWEL - TOP OF CONCRETE HEADWALL	VERT.
P525	4		4'-10"			LONGIT. WALL - BOTTOM - FRONT OF HEADWALL	HORIZ.
P526	2		2'-4"			CENTER BAY - WALL EXT. AT REAR COLUMNS - BOTTOM	HORIZ.
P527	2		3'-6"			WALL	VERT.

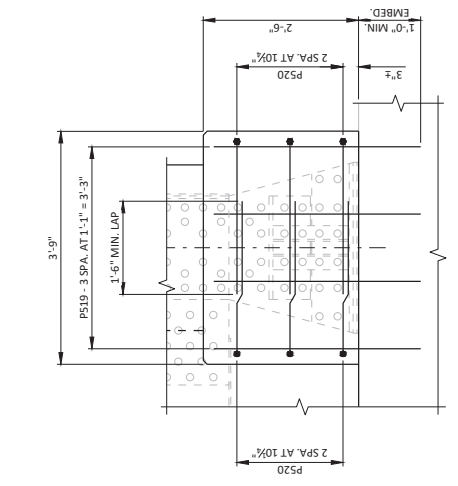
Addendum No. 01
ID 2615-15-73
Revised Sheet 144
May 1, 2025



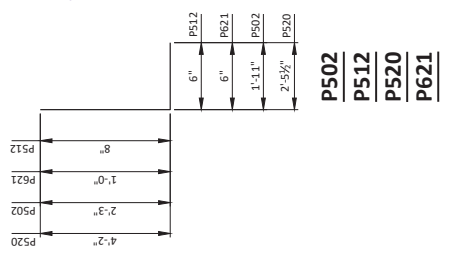
PLAN OF EXTERIOR COLUMN BUMPOUT



FRONT ELEVATION OF EXTERIOR COLUMN BUMPOUT



SIDE ELEVATION OF EXTERIOR COLUMN BUMPOUT

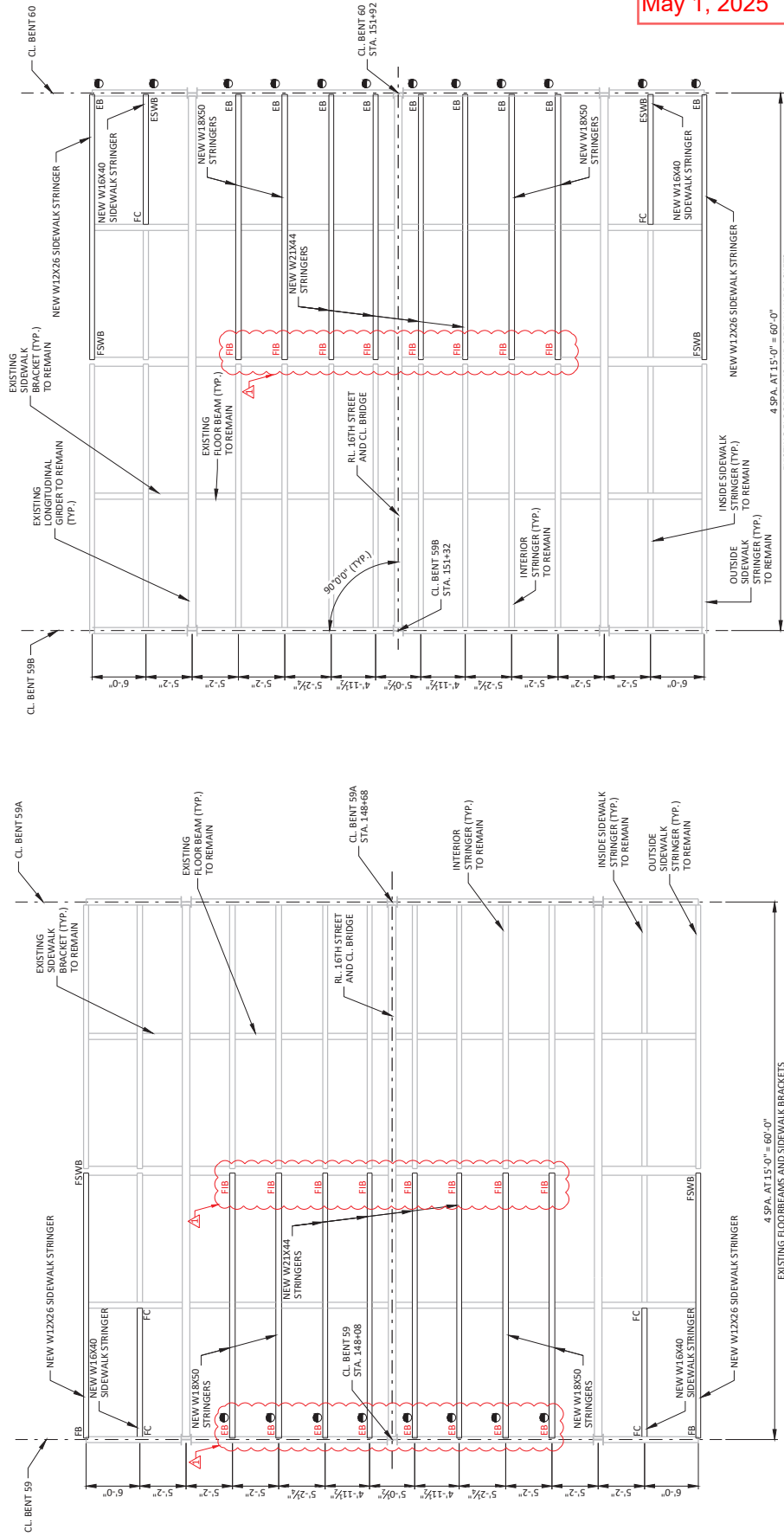


NO.	DATE	REVISION	BY
Δ 1/8/25		REBAR TABLE UPDATES	DNU

STATE OF WISCONSIN DEPARTMENT OF TRANSPORTATION	
STRUCTURE	B-40-550-14
DESIGNED BY	ROSWIN DNU/ECD
MADE BY	DNU/ECD
NORTH CONCRETE ENCASMENT WALL	
DETAILS (4 OF 4)	
SHEET	S-83 OF S-100
SCALE	144

[Signature]
04/29/2025

Addendum No. 01
ID 2615-15-73
Revised Sheet 163
May 1, 2025



FRAMING PLAN
NORTH APPROACH SPAN

FRAMING PLAN
SOUTH APPROACH SPAN

NOTES:

- ALL STRINGER SIZES MATCH THE 1986 REHABILITATION PLANS.
NEW STEEL LISTED ON THIS SHEET SHALL BE PAID FOR UNDER THE BID ITEM "BRIDGE STRUCTURAL STEEL".
- LEGEND**
- FC = FIXED STRINGER CONNECTION
 - FB = FIXED STRINGER BEARING
 - EB = EXPANSION STRINGER BEARING
 - ESWB = EXPANSION SIDEWALK STRINGER BEARING
 - FSWB = FIXED SIDEWALK STRINGER BEARING
 - FIB = FIXED INTERMEDIATE STRINGER BEARING
 - EAL = EXPANSION BEARING ASSEMBLY LOCATIONS

[Signature]
04/29/2025
MJK



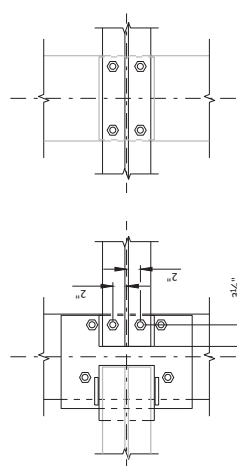
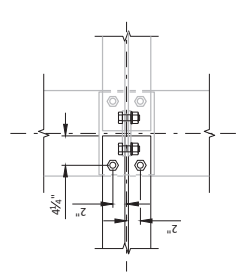
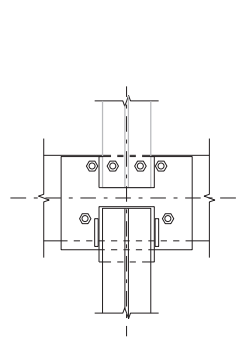
NO.	DATE	REVISION	MJB	
			BY	BY
STATE OF WISCONSIN DEPARTMENT OF TRANSPORTATION			STRUCTURE B-40-550-14	
FRAMING			APPROACH SPAN	
FRAMING PLANS			SHEET A-02 OF A-21	
SCALE =			163	

NOTES:

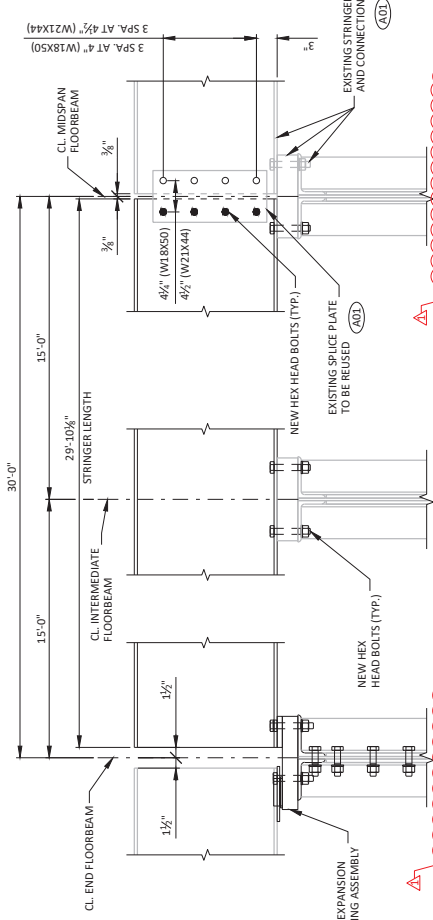
- ALL STRINGER SIZES MATCH SIZES FROM 1986 REHABILITATION PLANS.
- SEE FRAMING PLAN FOR LOCATION AND STRINGER SIZE.
- NEW STEEL LISTED ON THIS SHEET SHALL BE PAID FOR UNDER THE BID ITEM "BRIDGE STRUCTURAL STEEL".
- HOLES IN BOTTOM FLANGE AT BEARINGS AND SPLICE PLATE AT CENTER FLOORBEAMS ARE SHOWN IN THE REHABILITATION PLANS AND ARE REPLICATED ON THIS SHEET.
- EITHER SHOP DRILLING OR FIELD DRILLING TO MATCH ARE ACCEPTABLE AND AT THE DISCRETION OF THE CONTRACTOR.
- SEE BEARING DETAILS SHEET FOR ADDITIONAL DETAILS ON BEARING PLATE SIZE AND CONNECTIONS.
- FILL ANY NEW OR EXISTING HOLES WITH 3/8" DIA. HIGH STRENGTH BOLTS.

LEGEND:

- (ABT) SPLICE PLATES, BASE PLATES AND EXISTING STEELS AS NOTED TO BE REUSED WHERE POSSIBLE.
- NEW BOLT IN EXISTING HOLE
- NEW BOLT IN NEW HOLE



PLAN



MIDSPAN FLOORBEAM (SOUTH SPAN SHOWN, NORTH SPAN SIMILAR, OPPOSITE HAND) LABELED 'FIB' ON FRAMING PLAN

BENT 59 LABELED 'EB' ON FRAMING PLAN

Addendum No. 01
ID 2615-15-73
Revised Sheet 165
May 1, 2025

[Signature]
04/29/2025



NO.	DATE	REVISION	BY
1	04/29/25	CLARIFY BEARING LOCATIONS	MIB

STATE OF WISCONSIN
DEPARTMENT OF TRANSPORTATION

STRUCTURE B-40-550-14

DESIGNED BY: MIB
CHECKED BY: TJR

ROADWAY
STRINGER DETAILS

SHEET A-04 OF A-21
165



Proposal Schedule of Items

Proposal ID: 20250513013 Project(s): 2615-15-73

Federal ID(s): WISC 2025469

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0002	203.0211.S Abatement of Asbestos Containing Material (structure) 01. B-40-550-14	1.000 EACH	_____.	_____.
0004	203.0260 Removing Structure Over Waterway Minimal Debris (structure) 01. B-40-550-14	1.000 EACH	_____.	_____.
0006	203.0330 Debris Containment (structure) 01. B-40-550-14	1.000 EACH	_____.	_____.
0008	204.0170 Removing Fence	70.000 LF	_____.	_____.
0010	205.0506.S Excavation, Hauling, and Disposal of Creosote Contaminated Soil	2.000 TON	_____.	_____.
0012	210.2500 Backfill Structure Type B	460.000 TON	_____.	_____.
0014	502.0100 Concrete Masonry Bridges	146.000 CY	_____.	_____.
0016	502.3101 Expansion Device	346.000 LF	_____.	_____.
0018	502.3200 Protective Surface Treatment	3,223.000 SY	_____.	_____.
0020	502.4205 Adhesive Anchors No. 5 Bar	508.000 EACH	_____.	_____.
0022	502.4206 Adhesive Anchors No. 6 Bar	132.000 EACH	_____.	_____.
0024	502.6500 Protective Coating Clear	8.000 GAL	_____.	_____.
0026	505.0600 Bar Steel Reinforcement HS Coated Structures	231,800.000 LB	_____.	_____.
0028	506.3010 Welded Stud Shear Connectors 7/8x5-Inch	7,108.000 EACH	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20250513013 Project(s): 2615-15-73

Federal ID(s): WISC 2025469

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0032	506.6000 Bearing Assemblies Expansion (structure) 01. B-40-550-14	20.000 EACH	_____.	_____.
0034	509.1000 Joint Repair	41.000 SY	_____.	_____.
0036	509.1500 Concrete Surface Repair	119.000 SF	_____.	_____.
0038	509.9025.S Epoxy Injection Crack Repair	98.000 LF	_____.	_____.
0040	509.9026.S Cored Holes 2-Inch Diameter	4.000 EACH	_____.	_____.
0042	514.0460 Floor Drains Type H	4.000 EACH	_____.	_____.
0044	514.2625 Downspout 6-Inch	323.000 LF	_____.	_____.
0046	517.0601 Painting Epoxy System (structure) 01. B-40-550-14	1.000 EACH	_____.	_____.
0048	517.0901.S Preparation and Coating of Top Flanges (structure) 01. B-40-550-14	1.000 EACH	_____.	_____.
0050	517.1801.S Structure Repainting Recycled Abrasive (structure) 01. B-40-550-14	1.000 EACH	_____.	_____.
0052	517.4501.S Negative Pressure Containment and Collection of Waste Materials (structure) 01. B-40-550-14	1.000 EACH	_____.	_____.
0054	517.6001.S Portable Decontamination Facility	1.000 EACH	_____.	_____.
0056	531.8990 Anchor Assemblies Poles on Structures	5.000 EACH	_____.	_____.
0058	603.8000 Concrete Barrier Temporary Precast Delivered	224.000 LF	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20250513013 Project(s): 2615-15-73

Federal ID(s): WISC 2025469

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0060	603.8125 Concrete Barrier Temporary Precast Installed	224.000 LF	_____.	_____.
0062	616.0207 Fence Chain Link 7-FT	50.000 LF	_____.	_____.
0064	616.0208 Fence Chain Link 8-FT	788.000 LF	_____.	_____.
0066	616.0329 Gates Chain Link (width) 01. 20-FT	1.000 EACH	_____.	_____.
0068	618.0100 Maintenance and Repair of Haul Roads (project) 01. 2615-15-73	1.000 EACH	_____.	_____.
0070	619.1000 Mobilization	1.000 EACH	_____.	_____.
0072	624.0100 Water	1.000 MGAL	_____.	_____.
0074	625.0100 Topsoil	70.000 SY	_____.	_____.
0076	627.0200 Mulching	70.000 SY	_____.	_____.
0078	628.7010 Inlet Protection Type B	1.000 EACH	_____.	_____.
0080	628.7015 Inlet Protection Type C	4.000 EACH	_____.	_____.
0082	629.0205 Fertilizer Type A	0.500 CWT	_____.	_____.
0084	630.0140 Seeding Mixture No. 40	3.000 LB	_____.	_____.
0086	642.5201 Field Office Type C	1.000 EACH	_____.	_____.
0088	643.0300 Traffic Control Drums	15,000.000 DAY	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20250513013 Project(s): 2615-15-73

Federal ID(s): WISC 2025469

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0090	643.0420 Traffic Control Barricades Type III	3,600.000 DAY	_____.	_____.
0092	643.0900 Traffic Control Signs	56,400.000 DAY	_____.	_____.
0094	644.1810 Temporary Pedestrian Barricade	64.000 LF	_____.	_____.
0096	646.1005 Marking Line Paint 4-Inch	1,270.000 LF	_____.	_____.
0098	650.6501 Construction Staking Structure Layout (structure) 01. B-40-550-14	1.000 EACH	_____.	_____.
0100	652.0125 Conduit Rigid Metallic 2-Inch	60.000 LF	_____.	_____.
0102	652.0225 Conduit Rigid Nonmetallic Schedule 40 2-Inch	728.000 LF	_____.	_____.
0104	653.0220 Junction Boxes 18x6x6-Inch	5.000 EACH	_____.	_____.
0106	653.0222 Junction Boxes 18x12x6-Inch	5.000 EACH	_____.	_____.
0108	655.0610 Electrical Wire Lighting 12 AWG	500.000 LF	_____.	_____.
0110	657.0322 Poles Type 5-Aluminum	5.000 EACH	_____.	_____.
0112	657.0615 Luminaire Arms Single Member 4 1/2-Inch Clamp 8-FT	5.000 EACH	_____.	_____.
0114	659.1125 Luminaires Utility LED C	5.000 EACH	_____.	_____.
0116	659.5000.S Lamp, Ballast, LED, Switch Disposal by Contractor	6.000 EACH	_____.	_____.
0118	715.0502 Incentive Strength Concrete Structures	6,528.000 DOL	1.00000	6,528.00



Proposal Schedule of Items

Proposal ID: 20250513013 Project(s): 2615-15-73

Federal ID(s): WISC 2025469

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0120	ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR	7,000.000 HRS	5.00000	35,000.00
0122	ASP.1T0G On-the-Job Training Graduate at \$5.00/HR	13,500.000 HRS	5.00000	67,500.00
0124	SPV.0025 Special 502. Waterline Concrete Surface Repair	83.000 CF	_____.	_____.
0126	SPV.0035 Special 501. Concrete Masonry Bridges Lightweight	942.000 CY	_____.	_____.
0128	SPV.0060 Special 342. Submersible Multitap 3-Port Pre-Insulated Connector	20.000 EACH	_____.	_____.
0130	SPV.0060 Special 343. Submersible Multitap 4-Port Pre-Insulated Connector	20.000 EACH	_____.	_____.
0132	SPV.0060 Special 425. Installing Conduit into Existing Manhole	2.000 EACH	_____.	_____.
0134	SPV.0060 Special 430. Underdeck Utility Structure B-40-550-14, City Underground Conduit	1.000 EACH	_____.	_____.
0136	SPV.0060 Special 508. Temporary Shoring of Structure	1.000 EACH	_____.	_____.
0138	SPV.0060 Special 509. Temporary Support for Utilities B-40-550-14	1.000 EACH	_____.	_____.
0140	SPV.0060 Special 522. Salvaging Bascule Gear Set and Constructing Rack and Pinion Exhibits	1.000 EACH	_____.	_____.
0142	SPV.0060 Special 523. Removing, Repairing and Reinstalling Bridge Operator's House as an Exhibit	1.000 EACH	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20250513013 Project(s): 2615-15-73

Federal ID(s): WISC 2025469

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0144	SPV.0060 Special 524. Interpretive Exhibit Sign Support	1.000 EACH	_____.	_____.
0146	SPV.0060 Special 525. Install Historical Marker Plaque	2.000 EACH	_____.	_____.
0148	SPV.0060 Special 526. Connecting Downspout to Existing Sewer	2.000 EACH	_____.	_____.
0150	SPV.0060 Special 527. Floor Drains Type H Modified	4.000 EACH	_____.	_____.
0152	SPV.0060 Special 544. Center Shear Transfer Device	4.000 EACH	_____.	_____.
0154	SPV.0060 Special 545. Balancing Bascule Bridge Leaf	2.000 EACH	_____.	_____.
0156	SPV.0060 Special 550. Rivet Replacement with High Strength Bolts	1,930.000 EACH	_____.	_____.
0158	SPV.0060 Special 566. Trunnion Shaft Machining	16.000 EACH	_____.	_____.
0160	SPV.0060 Special 567. Refurbish Trunnions and Trunnion Bearings	8.000 EACH	_____.	_____.
0162	SPV.0060 Special 571. North Operating Machinery Demolition	1.000 EACH	_____.	_____.
0164	SPV.0060 Special 572. South Operating Machinery Demolition	1.000 EACH	_____.	_____.
0166	SPV.0060 Special 573. Span Lock Machinery Demolition	1.000 EACH	_____.	_____.
0168	SPV.0060 Special 574. Electrical Demolition	1.000 EACH	_____.	_____.



Proposal Schedule of Items

Proposal ID: 20250513013 Project(s): 2615-15-73

Federal ID(s): WISC 2025469

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0170	SPV.0060 Special 587. Remove Timber Fender Systems B-40-550-14	2.000 EACH	_____.	_____.
0172	SPV.0060 Special 588. Remove Timber Dolphins B-40-550-14	4.000 EACH	_____.	_____.
0174	SPV.0060 Special 597. Protecting Utilities	1.000 EACH	_____.	_____.
0176	SPV.0060 Special 881. Inline 5A Fast Acting Fuse with Holder	15.000 EACH	_____.	_____.
0178	SPV.0085 Special 510. Bridge Structural Steel	468,344.000 LB	_____.	_____.
0180	SPV.0085 Special 513. Structural Steel Repair	223,613.000 LB	_____.	_____.
0182	SPV.0085 Special 550. Non-Structural Steel Ballast	499,923.000 LB	_____.	_____.
0184	SPV.0090 Special 305. Electrical Cable Type 4#8/1#8 XLP	2,804.000 LF	_____.	_____.
0186	SPV.0090 Special 550. Marine Dock Fender	253.000 LF	_____.	_____.
Section: 0001			Total:	_____.
			Total Bid:	_____.



Wisconsin Department of Transportation

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

May 6, 2025

NOTICE TO ALL CONTRACTORS:

**Proposal #13: 2615-15-73, WISC 2025469
C Milwaukee – 16th Street
Over Menomonee River B40-550-14
LOC STR
Milwaukee County**

Letting of May 13, 2025

This is Addendum No. 02, which provides for the following:

Special Provisions:

Revised Special Provisions	
Article No.	Description
18	Notice to Contractor – Creosote Lumber.
50	Remove Timber Fender Systems B-40-550-14, Item SPV.0060.587; Remove Timber Dolphins B-40-550-14, Item SPV.0060.588.

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

2615-15-73

May 6, 2025

Special Provisions

18. Notice to Contractor – Creosote Lumber.

Replace entire article language with the following:

The Wisconsin Department of Natural Resources requires proper disposal of the creosote timbers that will result from the removal of the timber fender systems and the timber dolphins in the river. Proper disposal includes, but is not limited to, land filling. Under no circumstances should this material be burned or buried on site. Beneficial re-use of this material is an option, and the contractor may contact Ryan Pappas at the WDNR Milwaukee Region Headquarters for additional information on disposal options.

50. Remove Timber Fender Systems B-40-550-14, Item SPV.0060.587; Remove Timber Dolphins B-40-550-14, Item SPV.0060.588.

Replace entire section titled C.3 Disposing of Materials with the following:

All timber material is noted on existing plans to be creosote treated and shall be disposed of per Notice to Contractor – Creosote Lumber.

All soil and sediment that is brought to the surface as part of the removal operations shall be disposed of per Excavation, Hauling, and Disposal of Creosote Contaminated Soil, Item 205.0506.S.

END OF ADDENDUM



Wisconsin Department of Transportation

Division of Transportation Systems Development

Bureau of Project Development
4822 Madison Yards Way, 4th Floor South
Madison, WI 53705

May 7, 2025

Telephone: (608) 266-1631
Facsimile (FAX): (608) 266-8459

NOTICE TO ALL CONTRACTORS:

Proposal #13: 2615-15-73, WISC 2025469
C Milwaukee – 16th Street
Over Menomonee River B40-550-14
LOC STR
Milwaukee County

Letting of May 13, 2025

This is Addendum No. 03, which provides for the following:

Schedule of Items:

Added Bid Item Quantities					
Bid Item	Item Description	Unit	Proposal Total Prior to Addendum	Quantity Added	Proposal Total After Addendum
643.5000	Traffic Control	Each	0	1	1

Schedule of Items

Attached, dated May 7, 2025, are the revised Schedule of Items Page 7.

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

END OF ADDENDUM



Proposal Schedule of Items

Proposal ID: 20250513013 Project(s): 2615-15-73

Federal ID(s): WISC 2025469

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0170	SPV.0060 Special 587. Remove Timber Fender Systems B-40-550-14	2.000 EACH	_____.	_____.
0172	SPV.0060 Special 588. Remove Timber Dolphins B-40-550-14	4.000 EACH	_____.	_____.
0174	SPV.0060 Special 597. Protecting Utilities	1.000 EACH	_____.	_____.
0176	SPV.0060 Special 881. Inline 5A Fast Acting Fuse with Holder	15.000 EACH	_____.	_____.
0178	SPV.0085 Special 510. Bridge Structural Steel	468,344.000 LB	_____.	_____.
0180	SPV.0085 Special 513. Structural Steel Repair	223,613.000 LB	_____.	_____.
0182	SPV.0085 Special 550. Non-Structural Steel Ballast	499,923.000 LB	_____.	_____.
0184	SPV.0090 Special 305. Electrical Cable Type 4#8/1#8 XLP	2,804.000 LF	_____.	_____.
0186	SPV.0090 Special 550. Marine Dock Fender	253.000 LF	_____.	_____.
0188	643.5000 Traffic Control	1.000 EACH	_____.	_____.
Section: 0001			Total:	_____.
			Total Bid:	_____.



Wisconsin Department of Transportation

May 8, 2025

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 #13: 2615-15-73, WISC 2025469
C Milwaukee – 16th Street
Over Menomonee River B40-550-14
LOC STR
Milwaukee County

Letting of May 13, 2025

This is Addendum No. 04, which provides for the following:

Schedule of Items:

Revised Bid Item Quantities					
Bid Item	Item Description	Unit	Proposal Total Prior to Addendum	Proposal Quantity Change (-)	Proposal Total After Addendum
SPV.0035.501	Concrete Masonry Bridges Lightweight	CY	942	(125)	817

Plan Sheets:

Revised Plan Sheets	
Plan Sheet	Plan Sheet Title (brief description of changes to sheet)
65	Total Estimated Quantities (quantity table updates)

Schedule of Items

Attached, dated May 8, 2025, are the revised Schedule of Items Page 5.

Plan Sheets

The following 8½ x 11-inch sheets are attached and made part of the plans for this proposal:

Revised: 65.

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

END OF ADDENDUM

TOTAL ESTIMATED QUANTITIES

STATE PROJECT NUMBER
2615-15-73

**Addendum No. 04
ID 2615-15-73
Revised Sheet 65
May 8, 2025**

[Signature]
05/08/2025



BID ITEM NUMBER	BID ITEM	UNIT	BENT 59	SOUTH APPROACH SPAN	BENT 59A	SOUTH ANCHOR SPAN	SOUTH TRUNNION TOWER	BASCULE SPAN	NORTH TRUNNION TOWER	NORTH ANCHOR SPAN	BENT 59B	NORTH APPROACH SPAN	BENT 60	TOTALS
203.0211.5	ABATEMENT OF ASBESTOS CONTAINING MATERIAL B-40-550-14	EACH												1
203.0260	REMOVING STRUCTURE OVER WATERWAY MINIMAL DEBRIS B-40-550-14	EACH												1
203.0330	DEBRIS CONTAINMENT B-40-550-14	EACH												1
205.006.5	EXCAVATION, HAULING, AND DISPOSAL OF CRESOTE CONTAMINATED SOIL	TON							1					1
210.2500	STRUCTURE BRICKELL TYPE B	TON							324					460
302.0100	CONCRETE MASONRY BRIDGES	CF							72.9		0.2			146
302.3101	EXPANSION JOINTS	LF		68		70		70		70		68		3723
502.2000	PROVISIONAL GROUT TREATMENT	SY		537		467		1,214		467		538		505
502.2002	ADHESIVE ANCHORS NO. 5 BAR	EACH				246			262					132
502.2002	ADHESIVE ANCHORS NO. 6 BAR	EACH				66			66					8
502.2002	PROTECTIVE COATING CLEAR	GF	2			4,090		74,250	3,610	46,560	2	28,370	2	211,600
505.0600	BAR STEEL REINFORCEMENT HAS COATED STRUCTURES	LB		28,310		46,560		7,108						110
505.3010	WELDED STUD SHEAR CONNECTORS 7/8 X 5 INCH	EACH												208
506.0000	BEARING ASSEMBLIES EXPANSION B-40-550-14	EACH												20
506.0000	BEARING ASSEMBLIES EXPANSION B-40-550-14	EACH												20
509.1000	JOINT REPAIR	SY		20										8
509.1500	CONCRETE SURFACE REPAIR	SF	14			4								4
509.5025.5	EPOXY INJECTION CRACK REPAIR	LF		2	10	29					11		9	38
509.5026.5	CORED HOLES 2-INCH DIAMETER	EACH		1		1					1			4
514.0460	FLOOR DRAINS TYPE H	EACH						4						4
514.2625	DOWNSPOUT 6-INCH	LF	85			82							74	323
517.0601	PAINTING EPOXY SYSTEM B-40-550-14	EACH												1
517.0601.5	PREPARATION AND COATING OF TOP FLANGES B-40-550-14	EACH												1
517.1801.5	STRUCTURE REPAINTING RECYCLED ABRASIVE B-40-550-14	EACH												1
517.4501.5	NEGATIVE PRESSURE CONTAINMENT AND COLLECTION OF WASTE MATERIALS B-40-550-14	EACH												1
517.6001.5	PORTABLE DECONTAMINATION FACILITY	EACH												1
531.8990	ANCHOR ASSEMBLIES POLES ON STRUCTURES	EACH		1		1		1		1				5
616.0208	FENCE CHAIN LINK 8 FT	LF		130		114		300		114		130		788
652.0125	CONDUIT RIGID METALLIC 2-INCH	LF		12		12		12		12		12		60
652.0225	CONDUIT RIGID NONMETALLIC SCHEDULE 40 2-INCH	LF		118		102		288		102		118		728
653.0220	JUNCTION BOXES 18X6X6-INCH	EACH		2		1		1		1		2		5
653.0222	JUNCTION BOXES 18X12X6-INCH	EACH		1		1		1		1		1		5
655.0610	ELECTRICAL WIRE LIGHTING 12 AWG	LF		100		100		100		100		100		500
657.0322	POLES TYPE 5-ALUMINUM	EACH		1		1		1		1		1		5
657.0615	LUMINAIRE ARMS SINGLE MEMBER 4 1/2-INCH CLAMP 8 FT	EACH		1		1		1		1		1		5
659.1125	LUMINAIRE UTILITY LED C	EACH		1		2		1		2		1		5
659.5000.5	LAMP BALLAST, LED, SWITCH DISPOSAL BY CONTRACTOR	EACH		1		2		1		2		1		5
SPV.0025.502	WATER/ CONCRETE SURFACE REPAIR	CF		123.8		4		29.0		157.6		124.2		310
SPV.0035.501	CONCRETE MASONRY BRIDGES LIGHTWEIGHT	CF		4		4		4		4		4		20
SPV.0060.342	SUBMERSIBLE MULTIPURPOSE PRE-INSULATED CONNECTOR	EACH		10		10		10		10		10		20
SPV.0060.343	SUBMERSIBLE MULTIPURPOSE INSULATED CONNECTOR	EACH		1		1		1		1		1		2
SPV.0060.430	UNDERECK UTILITY STRUCTURE B-40-550-14, CITY UNDERGROUND CONDUIT	EACH												2
SPV.0060.508	TEMPORARY SHORING OF STRUCTURES	EACH												1
SPV.0060.509	TEMPORARY SUPPORT FOR UTILITIES B-40-550-14	EACH												1
SPV.0060.522	SALVAGING BASCULE GEAR SET AND CONSTRUCTING BACK AND PINION EXHIBITS	EACH												1
SPV.0060.523	REMOVING, REPAIRING AND REINSTALLING BRIDGE OPERATOR'S HOUSE AS AN EXHIBIT	EACH												1
SPV.0060.524	INTERPRETIVE EXHIBIT SIGN SUPPORT	EACH												2
SPV.0060.524	INSTALL HISTORICAL MARKER PLAQUE	EACH												2
SPV.0060.526	CONNECTING DOWNSPROUT TO EXISTING SEWER	EACH	1										1	2
SPV.0060.527	FLOOR DRAINS TYPE H MODIFIED	EACH		2									2	4
SPV.0060.544	CENTER SHEAR TRANSFER DEVICE	EACH						4						4
SPV.0060.545	BALANCING BASCULE BRIDGE LEAF	EACH						2						2
SPV.0060.550	RIVET REPLACEMENT WITH HIGH STRENGTH BOLTS	EACH	33		242	116	116	1,164	100	242	33			1,930
SPV.0060.566	REFURBISH TRUNNIONS AND TRUNNION BEARINGS	EACH				8		8		8				16
SPV.0060.571	NORTH OPERATING MACHINERY DEMOLITION	EACH				4		4		4				8
SPV.0060.572	SOUTH OPERATING MACHINERY DEMOLITION	EACH				1		1		1				2
SPV.0060.573	SPAN LOCK MACHINERY DEMOLITION	EACH				1		1		1				2
SPV.0060.574	ELECTRICAL DEMOLITION	EACH				1		1		1				2
SPV.0060.587	REMOVE TIMBER FENDER SYSTEMS B-40-550-14	EACH				2		2		2				4
SPV.0060.588	REMOVE TIMBER DOLPHINS B-40-550-14	EACH				2		2		2				4
SPV.0060.597	PROTECTING UTILITIES	EACH												15
SPV.0060.881	INLINE SA FAST ACTING FUSE WITH HOLDER	EACH		3		3		3		3		3		15
SPV.0085.510	BRIDGE STRUCTURAL STEEL	LB		14,765		121,279		195,482		121,279		14,765	774	468,344
SPV.0085.513	STRUCTURAL STEEL REPAIR	LB		4,200	629	8,033	60,239	72,695	64,188	8,033	1,396	4,200		223,613
SPV.0090.550	NON-STRUCTURAL STEEL BALLAST	LB		770		567	499,973	499,973	468	198		801		499,923
SPV.0090.305	ELECTRICAL CABLE TYPE 489/788 XLP	LF					468	468						2804
SPV.0090.550	MARINE DOCK FENDER	LF				125		128						253
	NON-BID ITEMS	SIZE												% , %
	FILLER													% , %
	NAME PLATE													% , %

5/8/25	QUANTITY TABLE UPDATES	DNU
4/8/25	QUANTITY TABLE UPDATES	DNU
NO.	DATE	BY
		REWSON
STATE OF WISCONSIN DEPARTMENT OF TRANSPORTATION		
STRUCTURE B-40-550-14		
FORWTRN	BY	MAD
	DNU	ECD
SHEET 504 OF 5100		

TOTAL ESTIMATED QUANTITIES	65
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Proposal Schedule of Items

Proposal ID: 20250513013 Project(s): 2615-15-73

Federal ID(s): WISC 2025469

SECTION: 0001 Contract Items

Alt Set ID: Alt Mbr ID:

Proposal Line Number	Item ID Description	Approximate Quantity and Units	Unit Price	Bid Amount
0120	ASP.1T0A On-the-Job Training Apprentice at \$5.00/HR	7,000.000 HRS	5.00000	35,000.00
0122	ASP.1T0G On-the-Job Training Graduate at \$5.00/HR	13,500.000 HRS	5.00000	67,500.00
0124	SPV.0025 Special 502. Waterline Concrete Surface Repair	83.000 CF	_____.	_____.
0126	SPV.0035 Special 501. Concrete Masonry Bridges Lightweight	817.000 CY	_____.	_____.
0128	SPV.0060 Special 342. Submersible Multitap 3-Port Pre-Insulated Connector	20.000 EACH	_____.	_____.
0130	SPV.0060 Special 343. Submersible Multitap 4-Port Pre-Insulated Connector	20.000 EACH	_____.	_____.
0132	SPV.0060 Special 425. Installing Conduit into Existing Manhole	2.000 EACH	_____.	_____.
0134	SPV.0060 Special 430. Underdeck Utility Structure B-40-550-14, City Underground Conduit	1.000 EACH	_____.	_____.
0136	SPV.0060 Special 508. Temporary Shoring of Structure	1.000 EACH	_____.	_____.
0138	SPV.0060 Special 509. Temporary Support for Utilities B-40-550-14	1.000 EACH	_____.	_____.
0140	SPV.0060 Special 522. Salvaging Bascule Gear Set and Constructing Rack and Pinion Exhibits	1.000 EACH	_____.	_____.
0142	SPV.0060 Special 523. Removing, Repairing and Reinstalling Bridge Operator's House as an Exhibit	1.000 EACH	_____.	_____.